

Commonwealth of Massachusetts
SUFFOLK SUPERIOR COURTCase Summary
Civil Docket**SUCV2014-00850**
Spence v Cavalry Portfolio Services, LLC et al

File Date	03/14/2014	Status	Disposed: transferred to other court (dtrans)
Status Date	06/30/2014	Session	BLS2 - CtRm 1017, 3 Pemberton Sq,Boston
Origin	1 - Complaint	Case Type	BH2 - Complex unfair trade practices
Track	B - Special Track (Business)	Lead Case	Jury Trial Yes

DEADLINES

	Service	Answer	Rule12/19/20	Rule 15	Discovery	Rule 56	Final PTC	Judgment
Served By								
Filed By								
Heard By								

PARTIES**Plaintiff**

Andrea Spence
Active 03/14/2014

Private Counsel 549632

Elizabeth A Ryan
Bailey & Glasser, LLP
125 Summer Street
Boston, MA 02110
Phone: 617-439-6730
Fax: 617-951-3954
Active 03/14/2014 Notify

Private Counsel 424240

John J Roddy
Bailey & Glasser LLP
125 Summer Street
Suite 1030
Boston, MA 02110
Phone: 617-439-6730
Active 03/14/2014 Notify

Defendant

Cavalry Portfolio Services, LLC
Served: 05/28/2014
Served (answr pending) 06/05/2014

Private Counsel 555251

John J O'Connor
Peabody & Arnold
Federal Reserve Plaza
600 Atlantic Avenue
Boston, MA 02210-2261
Phone: 617-951-2100
Fax: 617-951-2125
Active 06/27/2014 Notify

Defendant

Cavalry SPV I, LLC
Served: 05/28/2014
Served (answr pending) 06/05/2014

*** See Attorney Information Above ***

ENTRIES

**Commonwealth of Massachusetts
SUFFOLK SUPERIOR COURT****Case Summary
Civil Docket****SUCV2014-00850
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Date	Paper	Text
03/14/2014	1.0	Complaint (Business)& Jury Demand
03/14/2014		Origin 1, Type BH2, Track B.
03/14/2014	2.0	Civil action cover sheet (\$500,000.00)
03/18/2014	3.0	NOTICE OF ACCEPTANCE INTO THE BUSINESS LITIGATION SESSION "BLS2": (Janet L. Sanders, Justice) Dated 3/17/14 Notice sent 3/18/14
05/12/2014	4.0	Amended complaint & jury demand of Andrea Spence
06/05/2014	5.0	SERVICE RETURNED: Cavalry Portfolio Services, LLC(Defendant) First class mail 5/28/14
06/05/2014	6.0	SERVICE RETURNED: Cavalry SPV I, LLC(Defendant) First class mail 5/28/14
06/27/2014		Copy of Petition for Removal to US Dist Court of defendants (US Dist #14-cv-12655)
06/30/2014		CASE REMOVED THIS DATE TO US DISTRICT COURT OF MASSACHUSETTS

EVENTS**I HEREBY ATTEST AND CERTIFY ON**

June 30, 2014,

**THAT THE
FOREGOING DOCUMENT IS A FULL,
TRUE AND CORRECT COPY OF THE
ORIGINAL ON FILE IN MY OFFICE,
AND IN MY LEGAL CUSTODY.**

MICHAEL JOSEPH DONOVAN
CLERK / MAGISTRATE
SUFFOLK SUPERIOR CIVIL COURT
DEPARTMENT OF THE TRIAL COURT

BY:



Ass't. CLERK

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

SUPERIOR COURT

ANDRÉA SPENCE,)
on behalf of herself and others)
similarly situated,)
Plaintiff,)
vs.)
CAVALRY PORTFOLIO SERVICES,)
LLC and CAVALRY SPV I, LLC,)
Defendants.)

14-0850 BLS

MICHAEL JOSEPH DONAHUE
CLERK/MAGISTRATE

2014 MAR 14 PM 1:48

CLASS ACTION COMPLAINT

1. This action seeks class-wide relief for Cavalry Portfolio Services, LLC and Cavalry SPV I, LLC's ("Cavalry's") unlawful, unfair and deceptive debt collection practices in Massachusetts. Cavalry is a high volume purchaser of defaulted consumer debt, buying charged-off credit card debts typically for pennies on the dollar.

2. After Cavalry purchases these debts it immediately and unlawfully inflates the balance by retroactively adding interest for a time period when it did not own the debt, and when the owner at the time waived the right to collect interest. Cavalry then seeks to collect this unlawful interest through litigation and other methods, and reports the inflated balance to consumer credit bureaus.

3. Cavalry's actions violate the Fair Debt Collection Practices Act, 15 U.S.C. §1692, *et seq.* ("FDCPA") and state law.

4. Specifically, the FDCPA prohibits, *inter alia*, the use of any false, deceptive or misleading statements in connection with the collection of a debt; the collection of any amount

not permitted by law; false representations as to the character, amount or status of a debt; threats to take an action which cannot legally be taken; and the communication of false credit information. 15 U.S.C. §§ 1692e(2), (5), (6), (8), (10), 1692f(1). It also requires debt collectors to give debtors certain information.

5. Massachusetts law similarly prohibits unfair and deceptive debt collection practices, M.G.L. c. 93 § 49, as well as the reporting of inaccurate information to credit bureaus, M.G.L. c. 93 § 54A.

VENUE AND JURISDICTION

6. This Court has jurisdiction over this action and Cavalry pursuant to M.G.L. c. 214, §§ 1, 5; c. 212 § 3; c. 231A, §1.

7. Venue is proper in this county because Ms. Spence resides in this county, and Cavalry directed its communications to Ms. Spence in this county.

PARTIES

8. Plaintiff Andréa Spence is a resident of Jamaica Plain, Massachusetts.

9. Defendant Cavalry Portfolio Services, LLC is a limited liability company chartered under Delaware law with offices at 500 Summit Lake Drive, Suite 400, Valhalla, New York 10595. It does business in Massachusetts.

10. Defendant Cavalry Portfolio Services, LLC is engaged in the business of collecting charged-off consumer debts originally owed to others. It is licensed as a debt collector by the Massachusetts Division of Banks.

11. Cavalry Portfolio Services, LLC uses the mails in conducting its business.

12. Cavalry Portfolio Services, LLC is a debt collector as defined by the FDCPA and Massachusetts law.

13. Defendant Cavalry SPV I, LLC is a limited liability company chartered under Delaware law with offices at 500 Summit Lake Dr., Suite 400, Valhalla, NY 10595. It does business in Massachusetts.

14. Defendant Cavalry SPV I, LLC is engaged in the business of purchasing or acquiring, or claims to purchase or acquire, charged-off consumer debts originally owed to others.

15. Cavalry SPV I, LLC uses the mails and telephone system in conducting its business.

16. Cavalry SPV I, LLC is a debt collector as defined in the FDCPA, and Massachusetts law.

17. Cavalry SPV I, LLC is not licensed as a debt collector in Massachusetts.

18. Defendants Cavalry Portfolio Services, LLC and Cavalry SPV I, LLC are affiliates and are under common management and control.

FACTUAL ALLEGATIONS RELATING TO MS. SPENCE

19. On or about August 13, 2009, FIA Card Services, N.A. (“FIA”) sent Ms. Spence a collection letter on behalf of Bank of America, attached as Exhibit A, stating that she had an overdue account balance of \$21,472 on a credit card account (“BOA account”)

20. The alleged debt was incurred for personal, family or household purposes.

21. On August 20, 2009, FIA sent Ms. Spence another collection letter on behalf of Bank of America, with respect to the same credit card account that stated “This is Our Final Notice” and that the account was about to be written off as bad debt. The letter further stated that once the account was written off, it would be sold to a third party and the third party would continue to collect this balance. This letter is attached as Exhibit B.

22. Bank of America charged-off Ms. Spence's BOA account in September 2009 in the amount of \$21,355, but it retained the account until November 2011.

23. Beginning in September 2009 through January 2011, Ms. Spence received at least six letters from a series of debt collectors seeking to collect the alleged BOA account debt on behalf of Bank of America, all stating the same Balance Due of \$21,355.66. These letters are attached as Exhibit C.

24. The final letter in this series was sent on January 8, 2011 by NCO Financial Systems Inc., on behalf of Bank of America. This letter stated that the Current Balance Due on January 8, 2011 was \$21,355.66. Exhibit D.

25. In November of 2011, Bank of America reported to Experian, Equifax and Trans Union that the charge-off amount for the BOA account was \$21,355, and the High Balance was \$21,472. Exhibit E.

26. In November 2011, Bank of America sold the BOA account to Cavalry.

27. One month later, on or about December 6, 2011, Cavalry Portfolio Services, LLC sent Ms. Spence the collection letter attached as Exhibit F on behalf of Cavalry SPV I, LLC, stating that it had purchased the alleged BOA account, and that the Current Balance now due was \$ \$26,794.32. The balance had increased by \$5,438.66 in only one month.

28. The amount Cavalry sought included retroactive interest on the charged-off debt, computed at an unknown rate of interest.

29. The \$5,438.66 in interest demanded in Cavalry's first letter to Ms. Spence, after only owning the account for one month, included interest prior to the date on which Cavalry claims to have purchased the alleged debt.

30. Bank of America, and/or FIA Card Services, from which Cavalry allegedly purchased the debt, did not charge interest between the date the account was charged-off and the date it was sold to Cavalry, and in fact waived any interest charges during this time period.

31. Bank of America, and/or FIA Card Services, did not send billing statements to Ms. Spence after it charged-off the account.

32. On information and belief, Bank of America, and/or FIA Card Services, sold the debt in the amount of \$21,355.66.

33. It is the policy and practice of Cavalry to add interest to debts for the period prior to the date on which it claims to have purchased them, even if the original creditor of the debt did not add interest during that period.

34. After its initial letter to Ms. Spence, Cavalry sent a series of collection letters seeking ever increasing amounts, based on the application of an unknown rate of interest.

35. On February 7, 2012, Cavalry Portfolio Services, LLC, on behalf of Cavalry SPV I, LLC, sent Ms. Spence the collection letter attached as Exhibit G, stating that the Current Balance of the debt was \$27,208.63.

36. On August 10, 2012, Cavalry Portfolio Services, LLC sent Ms. Spence the collection letter attached as Exhibit H, stating that the Current Balance of the debt was \$28,425.26.

37. On October 18, 2012, Cavalry Portfolio Services, LLC sent Ms. Spence the collection letter attached as Exhibit I, stating that the Current Balance of the debt was \$28,879.03.

38. On December 26, 2012, Cavalry Portfolio Services, LLC sent Ms. Spence the collection letter attached as Exhibit J, stating that the Current Balance of the debt was \$29,332.80.

39. In November 2013, Cavalry reported the debt to Trans Union in the amount of \$29,977. A copy of the trade-line from Ms. Spence's credit report is attached as Exhibit K.

40. On December 5, 2013, American Coradius International LLC sent Ms. Spence the collection letter attached as Exhibit L on behalf of Cavalry SPV I, LLC, stating that the Account Balance was \$29,977.28.

41. There was no agreement between Ms. Spence and Cavalry authorizing the imposition of interest.

FACTUAL ALLEGATIONS RELATING TO CAVALRY'S PRACTICES IN GENERAL

42. Cavalry purchases, or claims to purchase, credit card debts from banks months or years after the bank has charged-off the debts.

43. Under federal banking regulations, a credit card debt must be charged-off when it is 180 days overdue (it may be charged-off earlier). Federal Financial Institutions Examination Council, Uniform Retail Credit Classification and Account Management Policy, 65 FR 36903 (June 12, 2000).

44. Charge-off means that the credit card receivable is no longer carried on a bank's books as an asset.

45. Standard form credit card agreements used by banks provide that the terms of the agreement can be changed from time to time, and that changes beneficial to the consumer such as a reduction in or waiver of interest may be effected immediately and without notice.

46. For a variety of sound business reasons, most banks waive interest on credit card debts after charge-off for as long as the debts are held by the banks.

47. Among other reasons for this practice, banks did not, and do not, want to increase the amount of bad debts on their books, for regulatory reasons.

48. Federal regulations require banks to send periodic statements on all accounts, including defaulted accounts, for any period during which interest or fees are added to the account. 12 C.F.R. §226.5(b)(2)(I) (“[a] periodic statement need not be sent for an account if the creditor deems it uncollectible, if delinquency collection proceedings have been instituted, if the creditor has charged-off the account in accordance with loan-loss provisions and will not charge any additional fees or interest on the account. . . .”). Banks generally prefer to waive the interest and save the expense of preparing and sending statements.

49. Cavalry engages in a practice of adding interest to credit card debts after the assignor bank has waived the interest. Specifically, Cavalry adds interest for the period between charge-off and its purchase of the debt.

50. This addition of interest for this time period is improper. As assignee, Cavalry could only take what Bank of America could give. If Bank of America waived the right to add interest post-charge-off, Cavalry acquired the debt (if at all) subject to that waiver.

CLASS ALLEGATIONS

51. Ms. Spence brings this claim on behalf of a class, pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3).

52. The class consists of (a) all individuals in Massachusetts; (b) whose debt Cavalry purchased; (c) the owner of the debt had ceased adding interest to it prior to Cavalry’s purchase; (d) Cavalry added interest for a period prior to the date it purchased the debt; and (e) Cavalry sought to collect such additional interest, and/or reported a balance including such interest to a credit reporting agency.

53. The class is so numerous that joinder of all members is not practicable.

54. On information and belief, there are hundreds if not thousands of class members.

55. There are questions of law and fact common to the class members, which common questions predominate over any questions relating to individual class members. The predominant common questions are:

- a. Whether a debt buyer can retroactively charge interest on an account it has purchased when the prior owner waived such interest;
- b. Whether Cavalry engages in a practice of adding or suing for such retroactive interest, or claiming the right to do so;
- c. Whether the interest was waived by the prior owner;
- d. Whether the proper interest rate was applied;
- e. Whether inaccurate balance information was reported to credit reporting agencies;
- f. Whether such conduct violates the FDCPA and/or state law.

56. Ms. Spence's claim is typical of the claims of the class members. All are based on the same factual and legal theories.

57. Ms. Spence will fairly and adequately represent the class members. Ms. Spence has retained counsel experienced in class actions and FDCPA litigation.

58. A class action is superior for the fair and efficient adjudication of this matter, in that:

- a. Individual actions are not economically feasible;
- b. Members of the class are likely to be unaware of their rights;
- c. Congress intended class actions to be the principal enforcement mechanism under the FDCPA.

COUNT I – FDCPA

59. The addition of unauthorized interest to debts is both a deceptive collection practice, in violation of 15 U.S.C. §§1692e, 1692e(2), 1692e(5), and 1692e(10), and an unfair collection practice, in violation of 15 U.S.C. §§1692f and 1692f(1).

60. The reporting to credit reporting agencies of amounts not legally owed violates 15 U.S.C. §§1692e.

61. As a result of Defendants' violations of the FDCPA, Ms. Spence and class members are entitled to actual and statutory damages pursuant to 15 U.S.C. § 1692k(a)(1), (2)(A), in an amount to be determined at trial by a jury; and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from both Defendants.

COUNT II – MASSACHUSETTS CREDIT REPORTING

62. The reporting of false information to credit bureaus violates M.G.L. c. 93, § 54A.

63. Cavalry willfully and/or negligently violated c. 93, § 54A when it reported balances to the credit bureaus that included unauthorized interest.

64. As a result of Cavalry's violations of c. 93, § 54A, it is liable for actual damages, punitive damages, in amounts to be determined at trial, and attorney's fees and costs, pursuant to c. 93 §§ 63 and 64.

COUNT III – DECLARATORY AND EQUITABLE RELIEF

65. Cavalry regularly (a) adds unauthorized interest to debts; (b) demands payment of such unauthorized interest; and (c) reports such unauthorized interest to credit bureaus.

RELIEF REQUESTED

WHEREFORE, Ms. Spence respectfully requests that this Court enter judgment in her favor and that of the class and against the defendants for:

- (1) Statutory damages;
- (2) Actual damages equal to any unauthorized interest paid with pre-judgment interest thereon;
- (3) Attorneys' fees, litigation expenses and costs of suit;
- (4) Compensatory, nominal and punitive damages;

- (5) A declaration that Cavalry may not add interest to a debt for a period prior to its alleged ownership of the debt where such interest had not been added by the owner of the debt at that time;
- (6) An injunction prohibiting Cavalry from demanding such interest or reporting such interest to credit bureaus;
- (7) Such other and further relief as is appropriate.

TRIAL BY JURY IS DEMANDED.

I HEREBY ATTEST AND CERTIFY ON

June 30, 2014, THAT THE
FOREGOING DOCUMENT IS A FULL,
TRUE AND CORRECT COPY OF THE
ORIGINAL ON FILE IN MY OFFICE,
AND IN MY LEGAL CUSTODY.

MICHAEL JOSEPH DONOVAN
CLERK / MAGISTRATE
SUFFOLK SUPERIOR CIVIL COURT
DEPARTMENT OF THE TRIAL COURT

BY:


Asst. Clerk

Respectfully submitted
ANDRÉA SPENCE,
By her attorneys:



Elizabeth Ryan, BBO #549632
John Roddy, BBO #424240
Bailey & Glasser LLP
125 Summer Street, Suite 1030
Boston, MA 02110
Telephone: (617) 439-6730
Fax: (617) 951-3954
eryan@baileyglasser.com
jroddy@baileyglasser.com

Date: March 13, 2014

EX. A

FIA CARD SERVICES™
www.FIAEasyPay.com

You have less than 15 days to work with us ...

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN, MA 02130-0035

August 13, 2009

Account No.: 374322030494682

Dear Andrea C Spence,

Your FIA Card Services, N.A. account balance of \$21,472 is scheduled to be written off as a bad debt this month. For the next seven years, any potential employer, mortgage company, car dealership, or creditor may be able to see this bad debt on your credit file.

Failure to set up payment arrangements by August 20, 2009 may result in your account balance being written off as a bad debt, and FIA Card Services, N.A. may consider taking one of the following actions:

- Selling or placing your account(s) with a third-party collection agency FIA Card Services, N.A. will grant permission to a third-party collection agency to attempt to collect and liquidate your accounts.
- Referring your account(s) to an attorney for legal action If a claim is filed against you and FIA Card Services, N.A. is granted an award, our counsel would then seek to enforce the award against you under applicable law.
- Retaining your account for further collection efforts Even after FIA Card Services, N.A. writes your accounts off as a bad debt, we will continue to contact you to collect your balance and liquidate your accounts.

You can prevent this from happening! Call by August 20, 2009 at 1-866-441-2294 and we will work with you to make long term payment arrangements.

Sincerely,

Customer Assistance department

P.S. You may still be able to take advantage of the previous offers we have provided, but you need to call by August 20, 2009!

Please call 1-866-441-2294 today!

Monday to Friday 8:00 A.M. to 9:00 P.M. or

Saturday 8:00 A.M. to Noon

(Eastern time)

182MEOPTNNAFCTCC

EX. B

FIA CARD SERVICES™

www.FIAEasyPay.com

This is Our Final Notice...

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN, MA 02130-0035

August 20, 2009

Account No.: 374322030494682

Dear Andrea C Spence,

This is our final notice to you regarding the above-referenced account. Please contact us by 10:00 P.M. Eastern time on August 28, 2009. If you do not contact us, this account will be written off as a bad debt. Once your account is written off, it may be placed for further collection by FIA Card Services, N.A. or sold to a third party to recover the full balance.

In the event that your account is sold to a third party, they will continue to collect this balance from you and liquidate the account. This can be done in various ways such as phone calls, letters, and possibly legal action. You will no longer have the opportunity to work out the specific payment arrangements that FIA Card Services, N.A. has tried to resolve with you over the past several months. Remember, FIA Card Services, N.A. has had a long relationship with you, the third party who will handle your account has not.

Only you can prevent this from happening by calling 1-888-755-1566 and making a qualifying payment before 10:00 P.M. p.m. Eastern time. Time is running out!

Please call 1-888-755-1566, Monday to Friday 8:00 A.M. to 9:00 P.M. or Saturday 8:00 A.M. to Noon (Eastern time). Our knowledgeable associates are ready to assist you.

Sincerely,

Customer Assistance department

P.S. If you choose not to make payment arrangements, your relationship with FIA Card Services, N.A. will be terminated, however, you will still be responsible for this debt. In addition, until the year 2016, any potential employer, mortgage company, car dealership, or creditor will be able to see this bad debt on your credit file.

183MEFINN1FFCTCC

EX. C



4850 Street Rd. Suite 300
Trevose PA 19053

↑ Please send all correspondence to the above address.

Telephone: 866-861-8471
September 8, 2009

Name : ANDREA C SPENCE

Account Number : 9379052 PIN : N/A

Client Reference Number : 374322999723006

Client : BANK OF AMERICA

Your account has been referred to our office for Collections.

If this has been an oversight on your behalf, mail the balance in full to our office. If you are experiencing financial difficulties, call our office and a representative will assist you in negotiating a suitable arrangement.

The total account balance as of the date of this letter is shown below. Your account balance may increase because of interest or other charges, if so provided in your agreement with your creditor.

Telephone: 866-861-8471

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

By sending us a check or giving us your checking account information for payment, you authorize AllianceOne to collect funds electronically, in which case your check may not be returned to you. We can also arrange for a direct debit from your checking account.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

NOTICE OF IMPORTANT RIGHTS

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.
MASSACHUSETTS OFFICE HOURS ARE 8AM TO 8PM M-TH, 8AM TO 5PM FRI, 8AM TO 12 NOON SAT.

× Detach Bottom Portion And Return With Payment ×



PO BOX 510987
LIVONIA MI 48151-6987
RETURN SERVICE REQUESTED

To contact us regarding your account, call:
866-861-8471

AllianceOne

Regarding		
BANK OF AMERICA		
Client Reference Number	Balance	Amount: Enclosed
374322999723006	\$21355.66	\$.

↓ Please make check or money order payable to:

S-ONAMFC10 L-3004 A-9379052 O-BAM
P0VE0500804259 ID4263

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 3100
SOUTHEASTERN PA 19398-3100
XXXXXXXXXXXXXXXXXXXX

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN MA 02130-0035
XXXXXXXXXXXXXXXXXXXX



4850 Street Rd. Suite 300
Trevose PA 19053

↑ Please send all correspondence to the above address

Telephone: 866-861-8471

November 16, 2009

Name : ANDREA C SPENCE

Account Number : 9379052 PIN : N/A

Client Reference Number : 374322999723006

Client : BANK OF AMERICA

Your account has been referred to our office for Collections.

If this has been an oversight on your behalf, mail the balance in full to our office. If you are experiencing financial difficulties, call our office and a representative will assist you in negotiating a suitable arrangement.

Telephone: 866-861-8471

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

By sending us a check or giving us your checking account information for payment, you authorize AllianceOne to collect funds electronically, in which case your check may not be returned to you. We can also arrange for a direct debit from your checking account.

As of the date of this letter, you owe \$21355.66. Your account balance may be periodically increased due to the addition of accrued interest or other charges if so provided in your agreement with your original creditor.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

NOTICE OF IMPORTANT RIGHTS

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.
MASSACHUSETTS OFFICE HOURS ARE 8AM TO 8PM M-TH, 8AM TO 5PM FRI, 8AM TO 12 NOON SAT.

< Detach Bottom Portion And Return With Payment >



PO BOX 510987
LIVONIA MI 48151-6987
RETURN SERVICE REQUESTED

↑ Mail return address only; send no letters

To contact us regarding your account, call:
866-861-8471

AllianceOne
Receivables Management, Inc.

Regarding		
BANK OF AMERICA		
Client Reference Number	Balance	Amount Enclosed
374322999723006	\$21355.66	\$.

↓ Please make check or money order payable to:

S-ONAMFC10 L-3004 A-9379052 O-BAM
POXIMV00301072 ID1077

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN MA 02130-0035
██

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 3100
SOUTHEASTERN PA 19398-3100
██

BAM 0374322999723006 09379052 8 00000000 0002135566 00000000000 5

4285 Genesee Street
Cheektowaga, NY 14225-1943

**NORTHSTAR
LOCATION SERVICES, LLC**

1-866-328-8252
Hours Mon-Thur 8AM-10PM EST,
Fri 8AM-8PM, Sat 8AM-4PM EST

August 6, 2010

Creditor:	Bank of America, N.A.
Account Number:	*****3006
Balance Due:	\$21,355.66
Amount Remitted:	\$

201000000708569-LT1

*A-01-LA2-AM-14968-69

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN MA 02130-0035



NORTHSTAR LOCATION SERVICES, LLC
ATTN: FINANCIAL SERVICES DEPT.
4285 GENESEE ST
CHEEKWAGA NY 14225-1943



To ensure proper credit, return this portion with your payment.

Creditor	Account #	Balance Due	Amount Remitted
Bank of America, N.A.	*****3006	\$21,355.66	

The above account has been referred to our office by Bank of America, N.A.. Your account is listed as delinquent with a total amount due of \$21,355.66.

Federal law requires that we inform you this communication is from a professional debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This collection agency is licensed by the Department of Consumer Affairs, the City of New York License # 1179143.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt to be valid. If you notify this office in writing within 30 days of receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

To make paying your account more convenient we offer the following payment options:

- Check-by-phone at 1-866-328-8252
- MoneyGram ExpressPayment
- Debit Card
- Web Pay at www.gotonls.com
- Pay in person at our office
- Enclose your payment in the envelope

You may contact a Northstar Account Representative toll free at 1-866-328-8252 or direct dial our Remittance Department at 1-866-328-8252 to make your payment.

NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO NORTHSTAR LOCATION SERVICES, LLC.

Massachusetts Office Location: 49 Winter Street Weymouth, MA 02188 Hours: Mon-Thurs 9AM-6PM EST



Payment website: <https://www.gotonls.com>

4285 Genesee Street
Cheektowaga, NY 14225-1943

**NORTHSTAR
LOCATION SERVICES, LLC**

1-866-328-8252

Hours Mon-Thur 8AM-10PM EST,
Fri 8AM-8PM, Sat 8AM-4PM EST

September 7, 2010

Creditor:	Bank of America, N.A.
Account Number:	*****3006
Balance Due:	\$21,355.66
Amount Remitted:	\$

201000000708569-BSN *A-01-BPO-AM-00502-4
ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN MA 02130-0035

NORTHSTAR LOCATION SERVICES, LLC
ATTN: FINANCIAL SERVICES DEPT.
4285 GENESEE ST
CHEektowaga NY 14225-1943

To ensure proper credit, return this portion with your payment.

Creditor	Account #	Balance Due	Amount Remitted
Bank of America, N.A.	*****3006	\$21,355.66	

Northstar Location Services, LLC would like to work with you in an effort to resolve the balance on the above account. We are willing to accept bi-weekly payments to be applied toward the outstanding balance. Should you wish to take advantage of this option, you must call our office by no later than 09/22/10.

You may also qualify for a hardship settlement for an amount less than the balance due. Feel free to contact our office at 1-866-328-8252 to discuss this option with one of our representatives.

Bank of America may be required by law to report this settlement to one or more taxing authorities. The Bank makes no representation about tax consequences this may have or any reporting requirements that may be imposed on the Bank. You should consult independent tax counsel of your own choosing if you desire advice about any tax consequences which may result from this settlement.

Please be advised that if this item does not clear through your bank, this settlement offer will be considered null and void.

Federal law requires that we inform you this communication is from a professional debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This collection agency is licensed by the Department of Consumer Affairs, the City of New York | license # 1179143

To make paying your account more convenient we offer the following payment options:

- Check-by-phone at 1-866-328-8252
- MoneyGram ExpressPayment
- Debit Card
- Web Pay at www.gotonols.com
- Pay in person at our office
- Enclose your payment in the envelope

You may contact a Northstar Account Representative toll free at 1-866-328-8252 or direct dial our Remittance Department at 1-866-328-8252 to make your payment.

NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO NORTHSTAR LOCATION SERVICES, LLC.

Massachusetts Office Location: 49 Winter Street Weymouth, MA 02188 **Hours:** Mon-Thurs 9AM-6PM EST



Payment website: <https://www.gofundme.com>

4285 Genesee Street
Cheektowaga, NY 14225-1943

**NORTHSTAR
LOCATION SERVICES, LLC**

1-866-328-8252
Hours Mon-Thur 8AM-10PM EST,
Fri 8AM-8PM, Sat 8AM-4PM EST

September 27, 2010

Creditor:	Bank of America, N.A.
Account Number:	*****3006
Balance Due:	\$21,355.66
Amount Remitted:	\$

201000000708569-LT2 A-01-MJ3-AM-00234-2

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN MA 02130-0035



NORTHSTAR LOCATION SERVICES, LLC
ATTN: FINANCIAL SERVICES DEPT.
4285 GENESEE ST
CHEEKTONWAGA NY 14225-1943

xxxxxxxxxxxxxxxxxxxxxxxxxxxx

To ensure proper credit, return this portion with your payment.

Creditor	Account #	Balance Due	Amount Remitted
Bank of America, N.A.	*****3006	\$21,355.66	

Dear ANDREA C SPENCE:

Our records indicate we recently sent you a letter, but we have not received a response. We would like to assist you by customizing a payment arrangement based on your specific financial needs. Should you wish to take advantage of this assistance option, you must contact us immediately. We look forward to hearing from you.

Feel free to contact our office to negotiate a payment or detach and submit the top portion of this letter along with your payment immediately. If you prefer to take advantage of our Check-by-phone or Master Card/Visa, contact our office at 1-866-328-8252 to make arrangements.

Federal law requires that we inform you this communication is from a professional debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This collection agency is licensed by the Department of Consumer Affairs, the City of New York License # 1179143.

To make paying your account more convenient we offer the following payment options:

- Check-by-phone at 1-866-328-8252
- MoneyGram ExpressPayment
- Debit Card
- Web Pay at www.gotonls.com
- Pay in person at our office
- Enclose your payment in the envelope

You may contact a Northstar Account Representative toll free at 1-866-328-8252 or direct dial our Remittance Department at 1-866-328-8252 to make your payment.

NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO NORTHSTAR LOCATION SERVICES, LLC.

Massachusetts Office Location: 49 Winter Street Weymouth, MA 02188 Hours: Mon-Thurs 9AM-6PM EST



Payment website: <https://www.gotonls.com>

PO BOX 15630
DEPT 27
WILMINGTON DE 19850



Calls to or from this company may be monitored or recorded for quality assurance.

 4754-7C
FUH002
ANDREA C SPENCE
25 TOWER ST
JAMAICA PLAIN MA 02130-3704

NCO FINANCIAL SYSTEMS INC

507 Prudential Road, Horsham, PA 19044

1-800-218-1175
OFFICE HOURS:
8AM-9PM MON THRU THURSDAY
8AM-5PM FRIDAY
8AM-12PM SATURDAY
Jan 8, 2011

CREDITOR: BANK OF AMERICA/MBNA
CREDITOR'S ACCOUNT #: 374322999723(006
REGARDING: PAST DUE BALANCE
CURRENT BALANCE DUE: \$ 21355.66

Tax Season Offer

Doesn't everyone love getting a tax return from all of their hard work? It's a time of year to make headway with your finances and eliminate debt. You can put that refund to good use. Take the first step by accepting this special Tax Season offer TODAY!

NCO Financial Systems, Inc. wants to offer you a quick way to settle your account. We can accept \$12813.40 as a lump sum of the above amount. This way you can resolve your account and use the savings however you want! You have worked hard all year to earn that refund, so put it to good use.

This offer will expire 45 days after the above date. If you are unable to take advantage of this offer or you are not getting a refund check, please call us and speak to one of our trained representatives who will work with you to try and establish an alternative re-payment plan. Our representatives have successfully assisted individuals in similar financial situations and are available during the hours listed above.

Mail your payment along with the payment coupon, or a copy thereof, or call us at 1-800-218-1175.

You may also make payment by visiting us online at www.ncofinancial.com. Your unique registration code is CEFUH0022-78EDIH.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This is a communication from a debt collector.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT (MAKE SURE ADDRESS SHOWS THROUGH WINDOW)

MA ADDR:10 NEW ENGLAND BUSINESS CENTER DR, STE 204
ANDOVER,MA 01810. OFC HRS:8:00AM-5:00PM MON-FRIDAY
SEE BACK OF PAGE FOR A NOTICE OF IMPORTANT RIGHTS

<u>Our Account #</u>	<u>Current Balance Due</u>
FUH002	\$ 21355.66

ANDREA C SPENCE
Payment Amount

5

Check here if your address or phone number has changed and provide the new information below.

Make Payment To:

LNC FINANCIAL SYSTEMS
PO BOX 17080
WILMINGTON DE 19850-7080

NCOP E4
79

012200E1180024000000027000000000021355663

EX. D

PO BOX 15630
DEPT 27
WILMINGTON DE 19850



Calls to or from this company may be monitored
or recorded for quality assurance.

4754-78
FUH002
ANDREA C SPENCE
25 TOWER ST
JAMAICA PLAIN MA 02130-3704

PC100

NCO FINANCIAL SYSTEMS INC

507 Prudential Road, Horsham, PA 19044

1-800-218-1175
OFFICE HOURS:
8AM-9PM MON THRU THURSDAY
8AM-5PM FRIDAY
8AM-12PM SATURDAY
Jan 8, 2011

CREDITOR: BANK OF AMERICA/MBNA
CREDITOR'S ACCOUNT #: 374322999723006
REGARDING: PAST DUE BALANCE
CURRENT BALANCE DUE: \$ 21355.66

Tax Season Offer

Doesn't everyone love getting a tax return from all of their hard work? It's a time of year to make headway with your finances and eliminate debt. You can put that refund to good use. Take the first step by accepting this special Tax Season offer TODAY!

NCO Financial Systems, Inc. wants to offer you a quick way to settle your account. We can accept \$12813.40 as a lump sum of the above amount. This way you can resolve your account and use the savings however you want! You have worked hard all year to earn that refund, so put it to good use.

This offer will expire 45 days after the above date. If you are unable to take advantage of this offer or you are not getting a refund check, please call us and speak to one of our trained representatives who will work with you to try and establish an alternative re-payment plan. Our representatives have successfully assisted individuals in similar financial situations and are available during the hours listed above.

Mail your payment along with the payment coupon, or a copy thereof, or call us at 1-800-218-1175.

You may also make payment by visiting us online at www.ncofinancial.com. Your unique registration code is CFUH0022-78FDIH.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This is a communication from a debt collector.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT (MAKE SURE ADDRESS SHOWS THROUGH WINDOW)

MA ADDR: 10 NEW ENGLAND BUSINESS CENTER DR, STE 204
ANDOVER, MA 01810. OFC HRS: 8:00AM-5:00PM MON-FRIDAY
SEE BACK OF PAGE FOR A NOTICE OF IMPORTANT RIGHTS

Our Account #	Current Balance Due
FUH002	\$ 21355.66
ANDREA C SPENCE	
Payment Amount	↓

\$

Check here if your address or phone number has changed and provide the new information below.

Make Payment To:

11111111111111111111111111111111
NCO FINANCIAL SYSTEMS
PO BOX 17080
WILMINGTON DE 19850-7080

NCOP E4
79

012700FUH0024000000270000000021355663

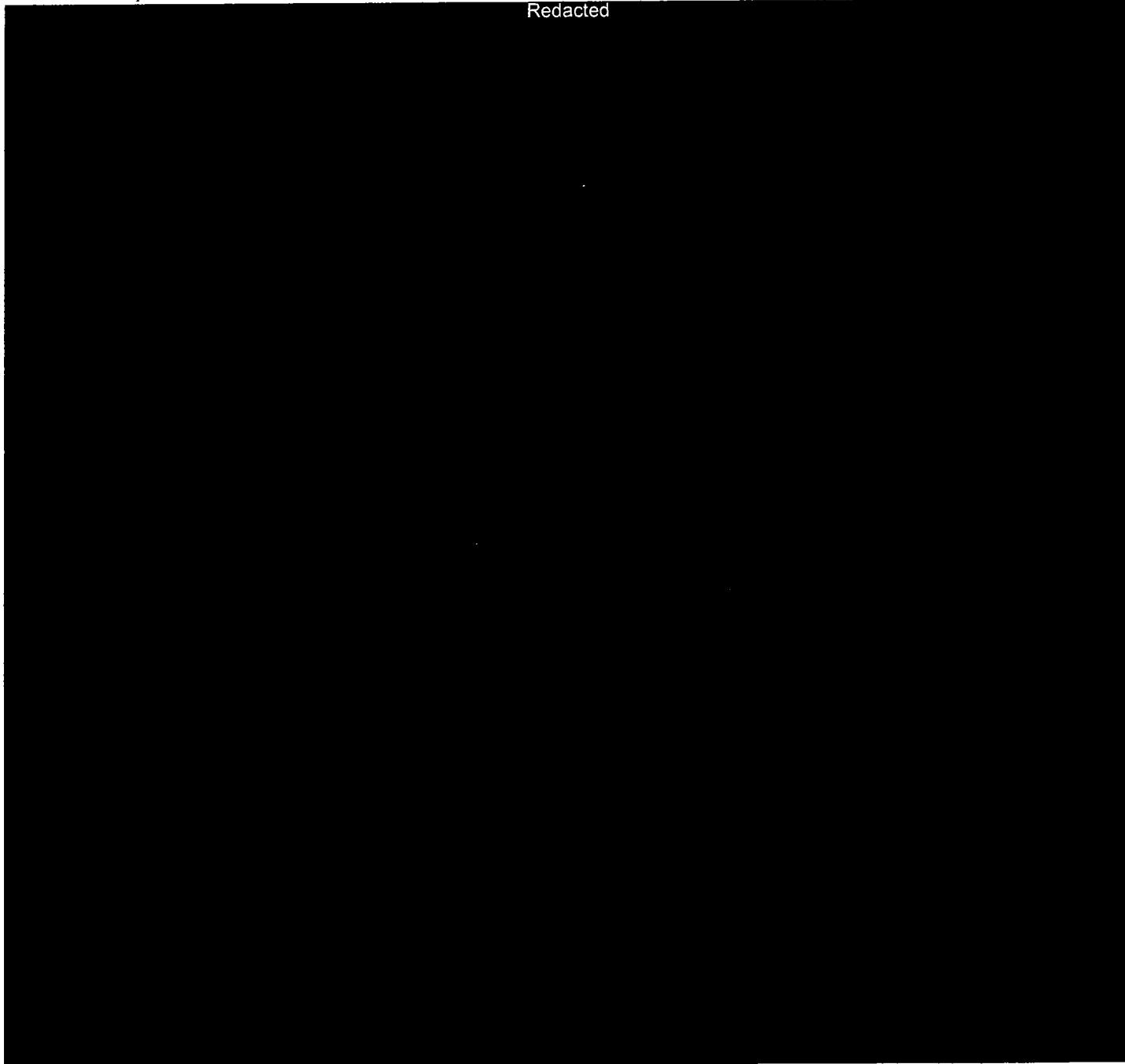
EX. E

Page: 2 of 7

File Number: 327270439 Date Issued: 11/14/2013

Consumer Credit Report for ANDREA C. SPENCE

Redacted

**BANK OF AMERICA #37432299972**** (PO BOX 982235, EL PASO, TX 79998-2235, Phone number not available)**

Date Opened:	12/02/1993	Balance:	\$0	Pay Status:	>Charged Off
Responsibility:	Individual Account	Date Updated:	11/18/2011	Date Closed:	05/08/2009
Account Type:	Revolving Account	Payment Received:	\$0	Date Paid:	01/05/2009
Loan Type:	CREDIT CARD	Last Payment Made:	01/05/2009	>Maximum Delinquency of 120 days in 06/2009 and in 08/2009<	
		High Balance:	\$21,472		
		Original Charge-off:	\$21,355		
		Credit Limit:	\$19,900		

Remarks: PURCHASED BY ANOTHER LENDER; UNPAID BALANCE CHARGED OFF

Estimated month and year that this item will be removed: 02/2016

	10/2011	09/2011	08/2011	07/2011	06/2011	05/2011	04/2011	03/2011	02/2011	01/2011	12/2010	11/2010
Rating	X	X	X	X	X	X	X	X	X	X	X	X
	10/2010	09/2010	08/2010	07/2010	06/2010	05/2010	04/2010	03/2010	02/2010	01/2010	12/2009	11/2009
Rating	N/R											

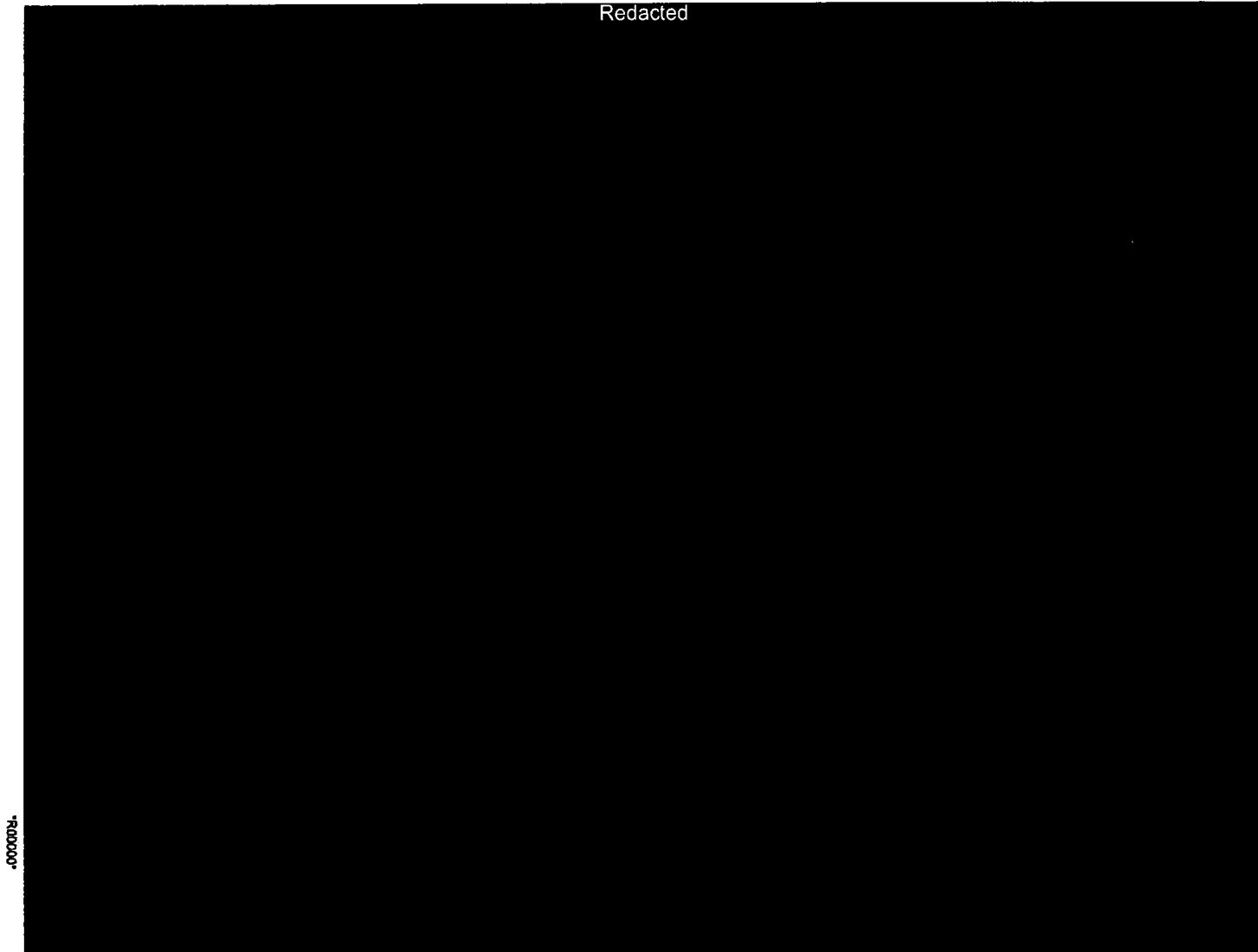
Page: 3 of 7

File Number: 327270439 Date Issued: 11/14/2013

Consumer Credit Report for ANDREA C. SPENCE

	10/2009	09/2009	08/2009	07/2009	06/2009	05/2009	04/2009	03/2009	02/2009	01/2009	12/2008	11/2008				
Rating	N/R	CD	20	20	20	20	20	20	OK							
	10/2008	09/2008	08/2008	07/2008	06/2008	05/2008	04/2008	03/2008	02/2008	01/2008	12/2007	11/2007	10/2007	09/2007	08/2007	07/2007
Rating	OK															
	06/2007	05/2007	04/2007	03/2007	02/2007	01/2007	12/2006	11/2006	10/2006	09/2006	08/2006	07/2006	06/2006	05/2006	04/2006	03/2006
Rating	OK															
	02/2005	01/2005	12/2005	11/2005	10/2005	09/2005	08/2005	07/2005	06/2005	05/2005	04/2005	03/2005	02/2005	01/2005		
Rating	OK															

Redacted



Satisfactory Accounts

Redacted





Prepared for: ANDREA C SPENCE
Date: November 25, 2013
Report number: 0496-1621-95

Page 3 of 14

Your accounts that may be considered negative

The most common items in this section are late payments, accounts that have been charged off or sent to collection, bankruptcies, liens, and judgments. It also may contain items that are not necessarily negative, but that a potential creditor might want to review more closely, such as an account that has been settled or transferred. This information is generally removed seven years from the initial missed payment that led to the delinquency. Missed payments and most public record items may remain on the credit report for up to seven years, except Chapters 7, 11 and 12 bankruptcies and unpaid tax liens, which may remain for up to 10 years. A paid tax lien may remain for up to seven years. Transferred accounts that have not been past due remain up to 10 years after the date the account was transferred.

■ Credit items

BANK OF AMERICA
PO BOX 982235
EL PASO TX 79998
No phone number available
Partial account number
37432299972...
Address identification number
0505261470

卷之三

[REDACTED]

Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
Redacted	First reported	Original amount	Redacted	Redacted	Red	Recent payment	Redacted
Redacted	Redacted	Terms	Redacted	High balance	Red	Redacted	Redacted
Redacted	Date of status	Monthly	Redacted	Redacted	Red	Redacted	Redacted
Redacted	Redacted	payment	Redacted	Redacted	Red	Redacted	Redacted
Redacted	Partial account number	Redacted	Redacted	Redacted	Redacted	Creditor's statement	Redacted
Redacted	Address identification number	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted

0018273004

Account Number Redacted	Date Opened Redacted	High Credit Limit Redacted	Credit Limit Redacted	Term Duration Redacted	Term Frequency Redacted	Months Filed R	Activity Designator Redacted	Creditor Classification Redacted
Items As of Date Reported Redacted	Balance Amount Redacted R	Actual Payment Amount Last Payment Redact	Scheduled Payment Amount Red	Date of 1st Delinquency Last Activity Redact	Date of 1st Delinquent Last Activity Redact	Date Mtd. Del. 1st Pnd	Charge Off Start Date	Deferred Pay Balloon Pay Amount
Status -								

Bank Account Number 37432298972*	Date Opened 12/02/1993	High Credit Limit \$0	Credit Limit \$0	Term Duration Monthly	Term Frequency Monthly	Months Filed 99	Activity Designator Transfer/Sold	Creditor Classification Redacted
Items As of Date Reported 11/18/2011	Balance Amount \$0	Actual Payment Amount Last Payment 01/2009	Scheduled Payment Amount Permit	Date of 1st Delinquency Last Activity 03/2009	Date of 1st Delinquent Last Activity 03/2009	Date Mtd. Del. 1st Pnd	Charge Off Amount	Deferred Pay Balloon Pay Start Date
Status - Charge Off; Type of Account - Revolving; Type of Loan - Credit Card; Whose Account - Individual Account; Charged Off Account;								

Account History with Status Codes	06/2009	07/2009	08/2009	05/2009	04/2009	03/2009	1	
4	4	4	3	3	2	1		
Redacted								

Account Number Redacted	Date Opened Redacted	High Credit Limit Redacted	Credit Limit Redacted	Term Duration Redacted	Term Frequency Redacted	Months Filed R	Activity Designator Redacted	Creditor Classification Redacted
Items As of Date Reported Redacted	Balance Amount Redacted	Actual Payment Amount Last Payment Redacted	Scheduled Payment Amount Permit Redacted	Date of 1st Delinquency Last Activity Redacted	Date of 1st Delinquent Last Activity Redacted	Date Mtd. Del. 1st Pnd	Charge Off Amount	Deferred Pay Balloon Pay Start Date
Status -								

Account History with Status Codes	Redacted	R	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
Additional Information	Redacted							

Historical Account Information						Activity Designator	
Balance	Scheduled Payment Amount	Actual Payment Amount	Date of Last Payment	High Credit Limit	Credit Limit	Amount Past Due	Type of Loan
Red R	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
Red	Redact	Red	Red	Redact	Redact	Redacted	Redacted
Additional Information	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
Redacted	Red	Red	Redact	Redact	Redact	Redacted	Redacted
Additional Information	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
Redacted	Red	Red	Redact	Redact	Redact	Redacted	Redacted
Additional Information	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted

(Continued On Next Page)

Page 5 of 20

Redacted

Equifax

Ex. F

PO Box 1017
Hawthorne, NY 10532

14 17 00001591
940602



Phone: 1-800-501-0909 • FAX: 1-914-347-1973

www.cavalryportfolioservices.com

December 6, 2011

RE: Original Institution: Bank of America/FIA Card Services,
N.A.
Original Account No.: 374322030494682
Cavalry Account No.: 17025153
Outstanding Balance: \$26,794.32

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN, MA 02130-0035

**35% DISCOUNT OFFER
YOU PAY ONLY \$17,416.31**

Dear ANDREA C SPENCE

This letter serves as notice that the above referenced account has been purchased by Cavalry SPV I, LLC from FIA Card Services, N.A., and has been referred to Cavalry Portfolio Services, LLC ("Cavalry") for collection.

It is important that you:

- Contact us to arrange repayment terms (however, see your validation rights below).
- Forward all future payments to the address listed below on the payment coupon in order to ensure proper credit and avoid delays in payment posting.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid.

If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification.

If you request this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

If you have any questions or would like to discuss payment solutions you may speak to a Customer Service Representative to resolve your account by calling us toll free at (866) 842-2603.

Sincerely,
Oscar J. Chelf

THIS OFFER EXPIRES 45 DAYS FROM THE DATE OF THIS CORRESPONDENCE
THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR
THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.
SEE REVERSE SIDE FOR IMPORTANT INFORMATION CONCERNING YOUR RIGHTS

**35% DISCOUNT
PAYMENT COUPON**

Please detach and return this portion with your payment in the enclosed envelope. Be sure the address below shows through the return envelope window.

Make Checks and Money Orders Payable to
Cavalry Portfolio Services, LLC.

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN, MA 02130-0035

ANDREA C SPENCE
PO Box 27288
Tempe, AZ 85285-7288

Cavalry Account No.: 17025153
Outstanding Balance: \$26,794.32
Settlement Amount: \$17,416.31

NO CALLS ARE NECESSARY IF PAYMENT IS INCLUDED

CAV023
CAV023_V1
040602

EX. G

PO Box 1017
Hawthorne, NY 10532

1100000075
967091



February 7, 2012

RE: Original Institution: Bank of America/FIA Card Services, N.A.
Original Account No.: 374322030494682
Cavalry Account No.: 17025153
Outstanding Balance: \$27,208.63

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN, MA 02130-0035

**ARE YOU GETTING A TAX REFUND?
WHY NOT USE IT TO TAKE ADVANTAGE
OF ONE OF OUR GREAT OFFERS THIS YEAR.**



Cavalry wants you to get the most out of your tax refund this year by offering a 30% discount to help pay your account.

Even if you didn't get a tax refund, you are still entitled to take advantage of this great offer.

That's right, you can settle your account right now for \$19,046.04. Simply mail your payment along with the coupon at the bottom of this page in the enclosed envelope.

If you prefer, you can also pay this off in 5 monthly installments of \$4,353.38. A Savings of 20%.

Please feel free to call us at (866) 842-2603 to discuss this or the many exciting payment programs available at Cavalry. You can also visit us online at www.cavalryportfolioservices.com to make a payment or check account information.

Sincerely,
Oscar J. Chelf

This Offer Expires 30 Days From The Date Of This Correspondence.

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.
SEE REVERSE SIDE FOR IMPORTANT INFORMATION CONCERNING YOUR RIGHTS

Ex. #



PO Box 1017
Hawthorne, NY 10532

33000299
183880

August 10, 2012

RE: Original Institution: "Bank of America/FIA Card Services, N.A."
Original Account No.: 374322030494682
Cavalry Account No.: 17025153
Outstanding Balance: \$28,425.26

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN, MA 02130-0035

SUMMER SAVINGS PROGRAM

Dear ANDREA C SPENCE

At Cavalry, we know how important it is to stretch every dollar as far as you can. That's why we've come up with a special **SUMMER SAVINGS PROGRAM** that will help you to pay off this debt.

20% INSTANT DISCOUNT

PAY ONLY
\$22,740.21

10% DISCOUNT OFFER

5 EASY INSTALLMENTS OF
\$5,116.55

Please call us today at 866-884-0799 to discuss this fantastic offer, and the many other payment plan options that Cavalry has available to assist you in paying off your account.

If you would like to pay your account via our secure website, or to receive future offers by email, please visit us at <https://payments.cavalryportfolioservices.com>.

Sincerely,
Judy Rahlf

**THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR
THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.
SEE REVERSE SIDE FOR IMPORTANT INFORMATION CONCERNING YOUR RIGHTS**

EX. I

PO Box 520
Valhalla, NY 10595

4100001124
192224



October 18, 2012

RE: Original Institution: Bank of America/FIA Card Services, N.A.
Original Account No.: 374322030494682
Cavalry Account No.: 17025153
Outstanding Balance: \$28,879.03

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN, MA 02130-0035

BoA / AMEX

FRESH START PROGRAM

Dear ANDREA C SPENCE,

At Cavalry, we recognize the importance of your overall financial health during these difficult economic times. Consumers are taking control of their finances by spending less and paying down debt.

Cavalry would like to help you by offering a 30% discount to pay down your debt, and get you back on the road to financial recovery.

If you prefer, you may also choose a 20% discount and pay in 5 monthly installments of \$4,620.64.

If you would like to pay your account via our secure web site, or check account information, please visit us at <https://payments.cavalryportfolioservices.com>

If these offers don't fit into your current budget, please call us at (866) 883-0399 and we will work with you to tailor a solution that falls within your finances.

**30% DISCOUNT
PAY ONLY
\$20,215.32**

OR

**20% DISCOUNT
PAY ONLY
5 INSTALLMENTS OF
\$4,620.64**

This offer expires thirty days from the date of this letter. We are not obligated to renew this offer.

Sincerely,
Cavalry Portfolio Services, LLC

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.
SEE REVERSE SIDE FOR IMPORTANT INFORMATION CONCERNING YOUR RIGHTS

EX. J

PO Box 520
Valhalla, NY 10595

512 00001261
214698



Phone: (800) 861-4839
www.cavalryportfolioservices.com



December 26, 2012

RE: Original Institution: Bank of America/FIA Card Services, N.A.
Original Account No.: 374322030494682
Cavalry Account No.: 17025153
Outstanding Balance: \$29,332.80

ANDREA C SPENCE
PO BOX 300708
JAMAICA PLAIN, MA 02130-0035

FRESH START PROGRAM

Dear ANDREA C SPENCE,

At Cavalry, we recognize the importance of your overall financial health during these difficult economic times. Consumers are taking control of their finances by spending less and paying down debt.

Cavalry would like to help you by offering a 40% discount to pay down your debt, and get you back on the road to financial recovery.

If you prefer, you may also choose a 30% discount and pay in 5 monthly installments of \$4,106.59.

If you would like to pay your account via our secure web site, or check account information, please visit us at <https://payments.cavalryportfolioservices.com>

If these offers don't fit into your current budget, please call us at (800) 861-4839 and we will work with you to tailor a solution that falls within your finances.

**40% DISCOUNT
PAY ONLY
\$17,599.68**

OR

**30% DISCOUNT
PAY ONLY
5 INSTALLMENTS OF
\$4,106.59**

This offer expires thirty days from the date of this letter. We are not obligated to renew this offer.

Sincerely,
Cavalry Portfolio Services, LLC

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.
SEE REVERSE SIDE FOR IMPORTANT INFORMATION CONCERNING YOUR RIGHTS

PAYMENT COUPON

Please detach and return this portion with your payment.

EX. K

Consumer Credit Report for ANDREA C. SPENCE

Page: 3 of 7

File Number: 327270439 Date Issued: 11/14/2013

Redacted

CAVALRY PORTFOLIO SVCS #1702** (500 SUMMIT LAKE DR, STE 4A, VALHALLA, NY 10595, (800) 501-0909)**

Placed for collection:	11/29/2011	Balance:	\$29,977	Pay Status:	>In Collection<
Responsibility:	Individual Account	Date Updated:	11/11/2013		
Account Type:	Open Account	Last Payment Made:	01/05/2009		
Loan Type:	COLLECTION AGENCY/ATTORNEY	Original Amount:	\$21,356		
		Original Creditor:	BANK OF AMERICA (Banking)		
		Past Due:	\$29,977<		

Remarks: >PLACED FOR COLLECTION<

Estimated month and year that this item will be removed: 02/2016

Redacted

RECORDED

SAFETY FACTORY ACCOUNTS

Redacted



35A RUST LANE
BOERNE, TX 78006-8202



American Coradius International LLC
Toll Free: 1-888-400-7808

EX. L

December 5, 2013

6318438 NTC1M
1 AT A-02-283-AM-00515-3

RE:
ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN MA 02130-0035



Creditor:	CAVALRY SPV I, LLC
Original Creditor:	BANK OF AMERICA/FIA CARD SERVICES
Account Number:	374322030494682
Account Balance:	\$29,977.28
Amount Remitted:	\$

Make Checks Payable to:

AMERICAN CORADIUS INTERNATIONAL LLC
2420 SWEET HOME RD STE 150
AMHERST NY 14228-2244

PLEASE DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT IN THE ENVELOPE PROVIDED

Creditor	Original Creditor	Account #	Account Balan
CAVALRY SPV I, LLC	BANK OF AMERICA/FIA CARD SERVICES, N.A.	374322030494682	\$29,977.28

Dear Andrea C Spence

We are writing to you regarding your CAVALRY SPV I, LLC account. This account has been placed with our office for collection.

As of the date of this letter you owe \$29,977.28. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence if you pay the amount shown above, an adjustment may be necessary after we receive your payment. If an adjustment is made, we may attempt to contact you again about the adjustment. For further information, write the undersigned or call 1-888-400-7808.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

Sincerely,

American Coradius International LLC
A Professional Debt Recovery Agency

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Calls to or from this company may be monitored or recorded for quality assurance purposes.

MASSACHUSETTS LOCAL ADDRESS: 15 UNION ST., LAWRENCE, MA 01840

PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS

NOTICE OF IMPORTANT RIGHTS. YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN (10) DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN (7) DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.

For your convenience you can now resolve this matter online. Logon to www.acibillpay.com to see the repayment options available to you.

You will need your 7 digit ACI reference number 6318438 available when you log in.
You can now make payment arrangements on your account using checking, credit card or debit card accounts.



Office Address: 2420 Sweet Home Rd Ste 150, Amherst NY 14228-2244
Hours of Operation: Mon-Thurs: 8AM-9PM, Fri: 8AM-5PM, Sat: 8AM-12PM EST

CIVIL ACTION COVER SHEET	DOCKET NO(S) B.L.S. 14 0850	Trial Court Of Massachusetts Superior Court Department County: SUFFOLK
PLAINTIFF(S) Andréa Spence, on behalf of herself and others similarly situated,	DEFENDANT(S) Cavalry Portfolio Services, LLC and Cavalry SPV I, LLC	
ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE Board of Bar Overseers number Elizabeth Ryan, Bailey & Glasser LLP 125 Summer Street, Suite 1030 Boston, MA 02110 BBO # 549632 617-439-6730	ATTORNEY (if known)	
Origin Code Original Complaint		
Original Complaint		
TYPE OF ACTION AND TRACK DESIGNATION (See reverse side) CODE NO. TYPE OF ACTION (specify) TRACK IS THIS A JURY CASE? * (B) () Yes () No		
Code No. BH.2	Type of Action Class Action For Unfair Debt Collection	Track Jury Case Yes PH
The following is a full and detailed statement of the facts on which plaintiff relies to determine eligibility in to The Business Litigation Session.		
<p>This action seeks monetary damages and injunctive relief on behalf of a class of Massachusetts consumers, for the defendants' unfair and deceptive debt collection practices, namely adding illegal interest to consumer debts it purchased, then seeking to collect the illegal interest and reporting it as due and owing to the credit bureaus. When the consumer debts at issue are charged off by banks, the banks waive the right to collect interest because they stop sending periodic statements. Federal regulations require banks to send periodic statements on all accounts, including defaulted accounts, for any period during which interest or fees are added to the account. 12 C.F.R. §226.5(b)(2)(I).</p> <p>This action involves complex claims revolving around the interplay of federal banking regulations, the purchase of defaulted consumer debt in bulk, the Fair Debt Collections Practices Act, and state debt collection and credit reporting laws and regulations. It involves hundreds if not thousands of class members, and seeks actual damages, and statutory damages in the amount of at least \$500,000.</p>		
* A Special Tracking Order shall be created by the Presiding Justice of the Business Litigation Session at the Rule 16 Conference.		
PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT.		
<p>"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods." Signature of Attorney of Record</p> <p>DATE: <u>March 13, 2014</u></p>		

I HEREBY ATTEST AND CERTIFY ON

June 30, 2014, THAT THE
**FOREGOING DOCUMENT IS A FULL,
TRUE AND CORRECT COPY OF THE
ORIGINAL ON FILE IN MY OFFICE,
AND IN MY LEGAL CUSTODY.**

MICHAEL JOSEPH DONOVAN
CLERK / MAGISTRATE
SUFFOLK SUPERIOR CIVIL COURT
DEPARTMENT OF THE TRIAL COURT

BY:

Asst. Clerk

CIVIL COVER SHEET ATTACHMENT

Andréa Spence v. Cavalry Portfolio Services, LLC, et al.
(filed March 13, 2014)

Additional Plaintiff Attorney:

John Roddy, BBO #424240
Bailey & Glasser LLP
125 Summer Street, Suite 1030
Boston, MA 02110
Telephone: (617) 439-6730
Fax: (617) 951-3954
jroddy@baileyllasser.com

317
No. 6.3

Commonwealth of Massachusetts
County of Suffolk
The Superior Court

CIVIL DOCKET#: SUCV2014-00850-BLS2

RE: Spence vs. Cavalry Portfolio Services, LLC et al

NOTICE OF ACCEPTANCE INTO BUSINESS LITIGATION SESSION

This matter has been accepted into the Suffolk Business Litigation Session. It has been assigned to **BLS2**.

Hereafter, as shown above, all parties must include the initials "BLS2" at the end of the docket number on all filings.

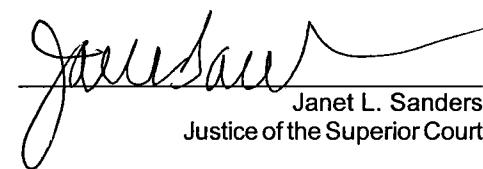
Counsel for the plaintiff(s) is hereby advised that within seven (7) days of the filing of an appearance, answer, motion or other response to the complaint by or on behalf of the defendant(s) which has been served with process within the time limitation of Mass. R. Civ. P. Rule 4(j), or such other time as may be modified by the Court, he or she shall send notice thereof to the **BLS2** Session Clerk, Suffolk Superior Court, Three Pemberton Square, Boston, MA 02108.

Upon receipt of such notice, the Court will issue a Notice of Initial Rule 16 Conference for purposes of meeting with all counsel. Before the Rule 16 conference counsel shall discuss with their clients and with opposing counsel whether the parties will participate in the BLS Pilot Project on Discovery (counsel are directed to <http://www.mass.gov/courts/courtsandjudges/courts/superiorcourt/index.html> for description of the Project). Counsel may indicate their respective client's participation by completing, filing and serving the attached form. If by the date of the initial Rule 16 Conference, not all parties have given notice of their participation, counsel shall be prepared to discuss at that conference whether their clients will participate in the Pilot Project.

The Court requests that plaintiff's counsel serve on opposing parties a copy of this notice and the attached form.

Dated: 03/17/2014

*Notice
Sext
03.18.14
EAR
JSP
BTG/Cup
rmd 1*



Janet L. Sanders
Justice of the Superior Court

I HEREBY ATTEST AND CERTIFY ON
 June 30, 2014, THAT THE
 FOREGOING DOCUMENT IS A FULL,
 TRUE AND CORRECT COPY OF THE
 ORIGINAL ON FILE IN MY OFFICE,
 AND IN MY LEGAL CUSTODY.

MICHAEL JOSEPH DONOVAN
 CLERK / MAGISTRATE
 SUFFOLK SUPERIOR CIVIL COURT
 DEPARTMENT OF THE TRIAL COURT

BY:



Asst. Clerk

**Commonwealth of Massachusetts
County of Suffolk
The Superior Court**

CIVIL DOCKET#: **SUCV2014-00850-BLS2**

RE: Spence v Cavalry Portfolio Services, LLC et al

As you may know, the Business Litigation Session began implementing a Discovery Pilot Project in January, 2010. This pilot project is available on a voluntary basis for all new cases accepted into the BLS and for cases which have not previously had an initial case management conference. Counsel should be prepared to discuss the pilot project with the Court at the initial case management conference. For a detailed copy of the BLS Pilot Project, counsel are directed to the Trial Court home page at:
<http://www.mass.gov/courts/courtsandjudges/courts/superiorcourt/index.html>

If a party is willing to participate in the project, that party's counsel should so indicate below and return this form to the appropriate session clerk.

Yes, _____ is willing to participate in the Discovery Pilot Project.
(Party's Name)

Case Name Spence v Cavalry Portfolio Services, LLC et al

Docket Number CIVIL DOCKET#: **SUCV2014-00850-BLS2**

Counsel For _____

Date _____

Firm Name and Address

Please sign and return to:

Helen Foley, Asst. Clerk **OR**
BLS1, Room 1309
3 Pemberton Square
Boston, MA 02108

Richard V. Muscato, Jr., Asst. Clerk
BLS2, Room 1017
3 Pemberton Square
Boston, MA 02108

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

SUPERIOR COURT

ANDRÉA SPENCE,)
 on behalf of herself and others)
 similarly situated,)
)
 Plaintiff,)
)
 vs.)
)
 CAVALRY PORTFOLIO SERVICES,)
 LLC and CAVALRY SPV I, LLC,)
)
 Defendants.)

Case No. SUCV2014-00850-BLS2

2014MAY12 AM 11:07

AMENDED CLASS ACTION COMPLAINT

1. This action seeks class-wide relief for Cavalry Portfolio Services, LLC and Cavalry SPV I, LLC’s (“Cavalry’s”) unlawful, unfair and deceptive debt collection practices in Massachusetts. Cavalry is a high volume purchaser of defaulted consumer debt, buying charged-off credit card debts typically for pennies on the dollar.

2. After Cavalry purchases these debts it immediately and unlawfully inflates the balance by retroactively adding interest for a time period when it did not own the debt, and when the owner at the time waived the right to collect interest. Cavalry then seeks to collect this unlawful interest though litigation and other methods, and reports the inflated balance to consumer credit bureaus.

3. Cavalry’s actions violate the Fair Debt Collection Practices Act, 15 U.S.C. §1692, *et seq.* (“FDCPA”) and state law.

4. Specifically, the FDCPA prohibits, *inter alia*, the use of any false, deceptive or misleading statements in connection with the collection of a debt; the collection of any amount

not permitted by law; false representations as to the character, amount or status of a debt; threats to take an action which cannot legally be taken; and the communication of false credit information. 15 U.S.C. §§ 1692e(2), (5), (6), (8), (10), 1692f(1). It also requires debt collectors to give debtors certain information.

5. Massachusetts law similarly prohibits unfair and deceptive debt collection practices, M.G.L. c. 93 § 49, as well as the reporting of inaccurate information to credit bureaus, M.G.L. c. 93 § 54A. Cavalry's actions also violate M.G.L. c. 93A, § 2.

VENUE AND JURISDICTION

6. This Court has jurisdiction over this action and Cavalry pursuant to M.G.L. c. 214, §§ 1, 5; c. 212 § 3; c. 231A, §1.

7. Venue is proper in this county because Ms. Spence resides in this county, and Cavalry directed its communications to Ms. Spence in this county.

PARTIES

8. Plaintiff Andréa Spence is a resident of Jamaica Plain, Massachusetts.

9. Defendant Cavalry Portfolio Services, LLC is a limited liability company chartered under Delaware law with offices at 500 Summit Lake Drive, Suite 400, Valhalla, New York 10595. It does business in Massachusetts.

10. Defendant Cavalry Portfolio Services, LLC is engaged in the business of collecting charged-off consumer debts originally owed to others. It is licensed as a debt collector by the Massachusetts Division of Banks.

11. Cavalry Portfolio Services, LLC uses the mails in conducting its business.

12. Cavalry Portfolio Services, LLC is a debt collector as defined by the FDCPA and Massachusetts law.

13. Defendant Cavalry SPV I, LLC is a limited liability company chartered under Delaware law with offices at 500 Summit Lake Dr., Suite 400, Valhalla, NY 10595. It does business in Massachusetts.

14. Defendant Cavalry SPV I, LLC is engaged in the business of purchasing or acquiring, or claims to purchase or acquire, charged-off consumer debts originally owed to others.

15. Cavalry SPV I, LLC uses the mails and telephone system in conducting its business.

16. Cavalry SPV I, LLC is a debt collector as defined in the FDCPA, and Massachusetts law.

17. Cavalry SPV I, LLC is not licensed as a debt collector in Massachusetts.

18. Defendants Cavalry Portfolio Services, LLC and Cavalry SPV I, LLC are affiliates and are under common management and control.

FACTUAL ALLEGATIONS RELATING TO MS. SPENCE

19. On or about August 13, 2009, FIA Card Services, N.A. (“FIA”) sent Ms. Spence a collection letter on behalf of Bank of America, attached as Exhibit A, stating that she had an overdue account balance of \$21,472 on a credit card account (“BOA account”)

20. The alleged debt was incurred for personal, family or household purposes.

21. On August 20, 2009, FIA sent Ms. Spence another collection letter on behalf of Bank of America, with respect to the same credit card account that stated “This is Our Final Notice” and that the account was about to be written off as bad debt. The letter further stated that once the account was written off, it would be sold to a third party and the third party would continue to collect this balance. This letter is attached as Exhibit B.

22. Bank of America charged-off Ms. Spence's BOA account in September 2009 in the amount of \$21,355, but it retained the account until November 2011.

23. Beginning in September 2009 through January 2011, Ms. Spence received at least six letters from a series of debt collectors seeking to collect the alleged BOA account debt on behalf of Bank of America, all stating the same Balance Due of \$21,355.66. These letters are attached as Exhibit C.

24. The final letter in this series was sent on January 8, 2011 by NCO Financial Systems Inc., on behalf of Bank of America. This letter stated that the Current Balance Due on January 8, 2011 was \$21,355.66. Exhibit D.

25. In November of 2011, Bank of America reported to Experian, Equifax and Trans Union that the charge-off amount for the BOA account was \$21,355, and the High Balance was \$21,472. Exhibit E.

26. In November 2011, Bank of America sold the BOA account to Cavalry.

27. One month later, on or about December 6, 2011, Cavalry Portfolio Services, LLC sent Ms. Spence the collection letter attached as Exhibit F on behalf of Cavalry SPV I, LLC, stating that it had purchased the alleged BOA account, and that the Current Balance now due was \$ \$26,794.32. The balance had increased by \$5,438.66 in only one month.

28. The amount Cavalry sought included retroactive interest on the charged-off debt, computed at an unknown rate of interest.

29. The \$5,438.66 in interest demanded in Cavalry's first letter to Ms. Spence, after only owning the account for one month, included interest prior to the date on which Cavalry claims to have purchased the alleged debt.

30. Bank of America, and/or FIA Card Services, from which Cavalry allegedly purchased the debt, did not charge interest between the date the account was charged-off and the

date it was sold to Cavalry, and in fact waived any interest charges during this time period.

31. Bank of America, and/or FIA Card Services, did not send billing statements to Ms. Spence after it charged-off the account.

32. On information and belief, Bank of America, and/or FIA Card Services, sold the debt in the amount of \$21,355.66.

33. It is the policy and practice of Cavalry to add interest to debts for the period prior to the date on which it claims to have purchased them, even if the original creditor of the debt did not add interest during that period.

34. After its initial letter to Ms. Spence, Cavalry sent a series of collection letters seeking ever increasing amounts, based on the application of an unknown rate of interest.

35. On February 7, 2012, Cavalry Portfolio Services, LLC, on behalf of Cavalry SPV I, LLC, sent Ms. Spence the collection letter attached as Exhibit G, stating that the Current Balance of the debt was \$27,208.63.

36. On August 10, 2012, Cavalry Portfolio Services, LLC sent Ms. Spence the collection letter attached as Exhibit H, stating that the Current Balance of the debt was \$28,425.26.

37. On October 18, 2012, Cavalry Portfolio Services, LLC sent Ms. Spence the collection letter attached as Exhibit I, stating that the Current Balance of the debt was \$28,879.03.

38. On December 26, 2012, Cavalry Portfolio Services, LLC sent Ms. Spence the collection letter attached as Exhibit J, stating that the Current Balance of the debt was \$29,332.80.

39. In November 2013, Cavalry reported the debt to Trans Union in the amount of \$29,977. A copy of the trade-line from Ms. Spence's credit report is attached as Exhibit K.

40. On December 5, 2013, American Coradius International LLC sent Ms. Spence the collection letter attached as Exhibit L on behalf of Cavalry SPV I, LLC, stating that the Account Balance was \$29,977.28.

41. There was no agreement between Ms. Spence and Cavalry authorizing the imposition of interest.

FACTUAL ALLEGATIONS RELATING TO CAVALRY'S PRACTICES IN GENERAL

42. Cavalry purchases, or claims to purchase, credit card debts from banks months or years after the bank has charged-off the debts.

43. Under federal banking regulations, a credit card debt must be charged-off when it is 180 days overdue (it may be charged-off earlier). Federal Financial Institutions Examination Council, Uniform Retail Credit Classification and Account Management Policy, 65 FR 36903 (June 12, 2000).

44. Charge-off means that the credit card receivable is no longer carried on a bank's books as an asset.

45. Standard form credit card agreements used by banks provide that the terms of the agreement can be changed from time to time, and that changes beneficial to the consumer such as a reduction in or waiver of interest may be effected immediately and without notice.

46. For a variety of sound business reasons, most banks waive interest on credit card debts after charge-off for as long as the debts are held by the banks.

47. Among other reasons for this practice, banks did not, and do not, want to increase the amount of bad debts on their books, for regulatory reasons.

48. Federal regulations require banks to send periodic statements on all accounts, including defaulted accounts, for any period during which interest or fees are added to the account. 12 C.F.R. §226.5(b)(2)(I) ("[a] periodic statement need not be sent for an account if the

creditor deems it uncollectible, if delinquency collection proceedings have been instituted, if the creditor has charged-off the account in accordance with loan-loss provisions and will not charge any additional fees or interest on the account. . . .”). Banks generally prefer to waive the interest and save the expense of preparing and sending statements.

49. Cavalry engages in a practice of adding interest to credit card debts after the assignor bank has waived the interest. Specifically, Cavalry adds interest for the period between charge-off and its purchase of the debt.

50. This addition of interest for this time period is improper. As assignee, Cavalry could only take what Bank of America could give. If Bank of America waived the right to add interest post-charge-off, Cavalry acquired the debt (if at all) subject to that waiver.

CLASS ALLEGATIONS

51. Ms. Spence brings this claim on behalf of a class, pursuant to Mass. R. Civ. P. 23, and/or M.G.L. c. 93A, § 9(2).

52. The class consists of (a) all individuals in Massachusetts; (b) whose debt Cavalry purchased; (c) the owner of the debt had ceased adding interest to it prior to Cavalry’s purchase; (d) Cavalry added interest for a period prior to the date it purchased the debt; and (e) Cavalry sought to collect such additional interest, and/or reported a balance including such interest to a credit reporting agency.

53. The class is so numerous that joinder of all members is not practicable.

54. On information and belief, there are hundreds if not thousands of class members.

55. There are questions of law and fact common to the class members, which common questions predominate over any questions relating to individual class members. The predominant common questions are:

- a. Whether a debt buyer can retroactively charge interest on an account it has purchased when the prior owner waived such interest;
- b. Whether Cavalry engages in a practice of adding or suing for such retroactive interest, or claiming the right to do so;
- c. Whether the interest was waived by the prior owner;
- d. Whether the proper interest rate was applied;
- e. Whether inaccurate balance information was reported to credit reporting agencies;
- f. Whether Cavalry's practices are unfair or deceptive under M.G.L. c. 93A;
- g. Whether such conduct violates the FDCPA and/or state law.

56. Ms. Spence's claim is typical of the claims of the class members. All are based on the same factual and legal theories.

57. Ms. Spence will fairly and adequately represent the class members. Ms. Spence has retained counsel experienced in class actions and FDCPA litigation.

58. A class action is superior for the fair and efficient adjudication of this matter, in that:

- a. Individual actions are not economically feasible;
- b. Members of the class are likely to be unaware of their rights;
- c. Congress intended class actions to be the principal enforcement mechanism under the FDCPA.

COUNT I – FDCPA

59. The addition of unauthorized interest to debts is both a deceptive collection practice, in violation of 15 U.S.C. §§1692e, 1692e(2), 1692e(5), and 1692e(10), and an unfair collection practice, in violation of 15 U.S.C. §§1692f and 1692f(1).

60. The reporting to credit reporting agencies of amounts not legally owed violates 15 U.S.C. §§1692e.

61. As a result of Defendants' violations of the FDCPA, Ms. Spence and class members are entitled to actual and statutory damages pursuant to 15 U.S.C. § 1692k(a)(1), (2)(A), in an amount to be determined at trial by a jury; and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from both Defendants.

COUNT II – MASSACHUSETTS CREDIT REPORTING

62. The reporting of false information to credit bureaus violates M.G.L. c. 93, § 54A.

63. Cavalry willfully and/or negligently violated c. 93, § 54A when it reported balances to the credit bureaus that included unauthorized interest.

64. As a result of Cavalry's violations of c. 93, § 54A, it is liable for actual damages, punitive damages, in amounts to be determined at trial, and attorney's fees and costs, pursuant to c. 93 §§ 63 and 64.

COUNT III – DECLARATORY AND EQUITABLE RELIEF

65. Cavalry regularly (a) adds unauthorized interest to debts; (b) demands payment of such unauthorized interest; and (c) reports such unauthorized interest to credit bureaus.

COUNT IV – VIOLATION OF CHAPTER 93A

66. By the conduct complained of, Cavalry engaged in unfair and deceptive practices when it added interest that was not owed to class members' accounts, reported such interest as a valid debt to credit reporting agencies, and sought to collect such interest. As a result thereof, Ms. Spence and class members have been damaged in an amount to be determined at trial.

67. Cavalry's unfair and deceptive practices include the violations of the FDCPA cited above, and the following without limitation:

- Attempting to collect debts while unlicensed and unbonded, in violation of M.G.L. c. 93, §§ 24-28, 49, and c. 93A;
- Attempting to collect a debt in an unfair, deceptive or unreasonable manner, in violation of M.G.L. c. 93, § 49, and c. 93A;

- The reporting of false information to credit bureaus in violation of M.G.L. c. 93, §§ 54A, and 68;
- The use of false, deceptive, or misleading representation or means in connection with the collection of any debt, including but not limited to: the threat to take any action that cannot legally be taken; the false representation of the character, amount, or legal status of any debt; or communicating to any person credit information which is known or which should be known to be false, 209 C.M.R. 18.16 (2), (5), (8);
- The use of unfair or unconscionable means to collect or attempt to collect a debt, including but not limited to: the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law. 209 C.M.R. 18.17 (1).

68. Cavalry's actions were willful and knowing within the meaning of M.G.L. c. 93A, § 9(3).

69. On March 13, 2014 Ms. Spence sent a demand pursuant to M.G.L. c. 93A, § 9(3) to Cavalry, demanding relief for Cavalry's practices, on behalf of herself and a class of similarly situated individuals in Massachusetts. A copy is attached as Exhibit M. Cavalry failed to make a reasonable offer in response, offering no relief whatsoever to the putative class.

RELIEF REQUESTED

WHEREFORE, Ms. Spence respectfully requests that this Court enter judgment in her favor and that of the class and against the defendants for:

- (1) Statutory damages;
- (2) Actual damages equal to any unauthorized interest paid with pre-judgment interest thereon, doubled or trebled;
- (3) A credit for any unauthorized interest assessed;
- (4) Attorneys' fees, litigation expenses and costs of suit;
- (5) Compensatory, nominal and punitive damages;

- (6) A declaration that Cavalry may not add interest to a debt for a period prior to its alleged ownership of the debt where such interest had not been added by the owner of the debt at that time;
- (7) An injunction prohibiting Cavalry from demanding such interest or reporting such interest to credit bureaus, and requiring Cavalry to correct any credit reports already made to delete all unauthorized interest;
- (8) Such other and further relief as is appropriate.

TRIAL BY JURY IS DEMANDED.

I HEREBY ATTEST AND CERTIFY ON

June 30, 2014

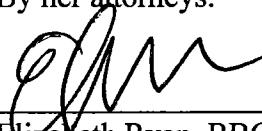
, THAT THE
**FOREGOING DOCUMENT IS A FULL,
TRUE AND CORRECT COPY OF THE
ORIGINAL ON FILE IN MY OFFICE,
AND IN MY LEGAL CUSTODY.**

MICHAEL JOSEPH DONOVAN
CLERK / MAGISTRATE
SUFFOLK SUPERIOR CIVIL COURT
DEPARTMENT OF THE TRIAL COURT

BY: _____


Asst. Clerk

Respectfully submitted
ANDRÉA SPENCE,
By her attorneys:



Elizabeth Ryan, BBO #549632
John Roddy, BBO #424240
Bailey & Glasser LLP
125 Summer Street, Suite 1030
Boston, MA 02110
Telephone: (617) 439-6730
Fax: (617) 951-3954
eryan@baileyglasser.com
jroddy@baileyglasser.com

Date: May 9, 2014

EX. A

FIA CARD SERVICES™

www.FIAEasyPay.com

You have less than 15 days to work with us ...

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN, MA 02130-0035

August 13, 2009

Account No.: 374322030494682

Dear Andrea C Spence,

Your FIA Card Services, N.A. account balance of \$21,472 is scheduled to be written off as a bad debt this month. For the next seven years, any potential employer, mortgage company, car dealership, or creditor may be able to see this bad debt on your credit file.

Failure to set up payment arrangements by August 20, 2009 may result in your account balance being written off as a bad debt, and FIA Card Services, N.A. may consider taking one of the following actions:

- **Selling or placing your account(s) with a third-party collection agency** FIA Card Services, N.A. will grant permission to a third-party collection agency to attempt to collect and liquidate your accounts.
- **Referring your account(s) to an attorney for legal action** If a claim is filed against you and FIA Card Services, N.A. is granted an award, our counsel would then seek to enforce the award against you under applicable law.
- **Retaining your account for further collection efforts** Even after FIA Card Services, N.A. writes your accounts off as a bad debt, we will continue to contact you to collect your balance and liquidate your accounts.

You can prevent this from happening! Call by August 20, 2009 at 1-866-441-2294 and we will work with you to make long term payment arrangements.

Sincerely,

Customer Assistance department

P.S. You may still be able to take advantage of the previous offers we have provided, but you need to call by August 20, 2009!

Please call 1-866-441-2294 today!

Monday to Friday 8:00 A.M. to 9:00 P.M. or
Saturday 8:00 A.M. to Noon
(Eastern time)

182MEOPTNNAFCTCC

Ex. B

FIA CARD SERVICES™
www.FIAEasyPay.com

This is Our Final Notice...

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN, MA 02130-0035

August 20, 2009

Account No.: 374322030494682

Dear Andrea C Spence,

This is our final notice to you regarding the above-referenced account. Please contact us by 10:00 P.M. Eastern time on August 28, 2009. If you do not contact us, this account will be written off as a bad debt. Once your account is written off, it may be placed for further collection by FIA Card Services, N.A. or sold to a third party to recover the full balance.

In the event that your account is sold to a third party, they will continue to collect this balance from you and liquidate the account. This can be done in various ways such as phone calls, letters, and possibly legal action. You will no longer have the opportunity to work out the specific payment arrangements that FIA Card Services, N.A. has tried to resolve with you over the past several months. Remember, FIA Card Services, N.A. has had a long relationship with you, the third party who will handle your account has not.

Only you can prevent this from happening by calling 1-888-755-1566 and making a qualifying payment before 10:00 P.M. p.m. Eastern time. Time is running out!

Please call 1-888-755-1566, Monday to Friday 8:00 A.M. to 9:00 P.M. or Saturday 8:00 A.M. to Noon (Eastern time). Our knowledgeable associates are ready to assist you.

Sincerely,

Customer Assistance department

P.S. If you choose not to make payment arrangements, your relationship with FIA Card Services, N.A. will be terminated, however, you will still be responsible for this debt. In addition, until the year 2016, any potential employer, mortgage company, car dealership, or creditor will be able to see this bad debt on your credit file.

183MEFINN1FFCTCC

EX. C



4850 Street Rd. Suite 300
Trevose PA 19053

↑ Please send all correspondence to the above address.

Telephone: 866-861-8471
September 8, 2009

Name : ANDREA C SPENCE
Account Number : 9379052 PIN : N/A
Client Reference Number : 374322999723006
Client : BANK OF AMERICA

Your account has been referred to our office for Collections.

If this has been an oversight on your behalf, mail the balance in full to our office. If you are experiencing financial difficulties, call our office and a representative will assist you in negotiating a suitable arrangement.

The total account balance as of the date of this letter is shown below. Your account balance may increase because of interest or other charges, if so provided in your agreement with your creditor.

Telephone: 866-861-8471

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

By sending us a check or giving us your checking account information for payment, you authorize AllianceOne to collect funds electronically, in which case your check may not be returned to you. We can also arrange for a direct debit from your checking account.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

NOTICE OF IMPORTANT RIGHTS

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.
MASSACHUSETTS OFFICE HOURS ARE 8AM TO 8PM M-TH, 8AM TO 5PM FRI, 8AM TO 12 NOON SAT.

< Detach Bottom Portion And Return With Payment >

PO BOX 510987
LIVONIA MI 48151-6987
RETURN SERVICE REQUESTED

To contact us regarding your account, call:
866-861-8471

AllianceOne

Regarding		
BANK OF AMERICA		
Client Reference Number	Balance	Amount Enclosed
374322999723006	\$21355.66	\$

↓ Please make check or money order payable to:

S-ONAMFC10 L-3004 A-9379052 O-BAM
POVE0500804259 ID4263

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN MA 02130-0035

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 3100
SOUTHEASTERN PA 19398-3100

BAM 0374322999723006 09379052 8 00000000 0002135566 00000000000 5



4850 Street Rd. Suite 300
Trevose PA 19053

↑ Please send all correspondence to the above address.

Telephone: 866-861-8471

November 16, 2009

Name : ANDREA C SPENCE

Account Number : 9379052 PIN : N/A

Client Reference Number : 374322999723006

Client : BANK OF AMERICA

Your account has been referred to our office for Collections.

If this has been an oversight on your behalf, mail the balance in full to our office. If you are experiencing financial difficulties, call our office and a representative will assist you in negotiating a suitable arrangement.

Telephone: 866-861-8471

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

By sending us a check or giving us your checking account information for payment, you authorize AllianceOne to collect funds electronically, in which case your check may not be returned to you. We can also arrange for a direct debit from your checking account.

As of the date of this letter, you owe \$21355.66. Your account balance may be periodically increased due to the addition of accrued interest or other charges if so provided in your agreement with your original creditor.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

NOTICE OF IMPORTANT RIGHTS

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.
MASSACHUSETTS OFFICE HOURS ARE 8AM TO 8PM M-TH, 8AM TO 5PM FRI, 8AM TO 12 NOON SAT.

✗ Detach Bottom Portion And Return With Payment. ✗



PO BOX 510987
LIVONIA MI 48151-6987
RETURN SERVICE REQUESTED

↑ Mail return address only; send no letters

To contact us regarding your account, call:
866-861-8471

AllianceOne
Receivables Management, Inc.

Regarding		
BANK OF AMERICA		
Client Reference Number	Balance	Amount Enclosed
374322999723006	\$21355.66	\$.

↓ Please make check or money order payable to:

S-DNAMFC10 L-3004 A-8379052 O-BAM
POXIMV00301072 ID1077

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN MA 02130-0036
██

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 3100
SOUTHEASTERN PA 19398-3100
██

BAM 0374322999723006 09379052 8 00000000 0002135566 00000000000 5

4285 Genesee Street
Cheektowaga, NY 14225-1943

**NORTHSTAR
LOCATION SERVICES, LLC**

1-866-328-8252

Hours Mon-Thur 8AM-10PM EST,
Fri 8AM-8PM, Sat 8AM-4PM EST

August 6, 2010

Creditor:	Bank of America, N.A.
Account Number:	*****3006
Balance Due:	\$21,355.66
Amount Remitted:	\$

201000000708569-LT1

*A-01-LA2-AM-1496B-69

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN MA 02130-0035



NORTHSTAR LOCATION SERVICES, LLC
ATTN: FINANCIAL SERVICES DEPT.
4285 GENESEE ST
CHEEKTOWAGA NY 14225-1943

XXXXXXXXXXXXXXXXXXXXXX

To ensure proper credit, return this portion with your payment.

Creditor	Account #	Balance Due	Amount Remitted
Bank of America, N.A.	*****3006	\$21,355.66	

The above account has been referred to our office by Bank of America, N.A.. Your account is listed as delinquent with a total amount due of \$21,355.66.

Federal law requires that we inform you this communication is from a professional debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This collection agency is licensed by the Department of Consumer Affairs, the City of New York License # 1179143.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt to be valid. If you notify this office in writing within 30 days of receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

To make paying your account more convenient we offer the following payment options:

- Check-by-phone at 1-866-328-8252
- MoneyGram ExpressPayment
- Debit Card
- Web Pay at www.gotonls.com
- Pay In person at our office
- Enclose your payment in the envelope

You may contact a Northstar Account Representative toll free at 1-866-328-8252 or direct dial our Remittance Department at 1-866-328-8252 to make your payment.

NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO NORTHSTAR LOCATION SERVICES, LLC.

Massachusetts Office Location: 49 Winter Street Weymouth, MA 02188 Hours: Mon-Thurs 9AM-6PM EST



Payment website: <https://www.gotonls.com>

4285 Genesee Street
Cheektowaga, NY 14225-1943

**NORTHSTAR
LOCATION SERVICES, LLC**

1-866-328-8252

Hours Mon-Thur 8AM-10PM EST,
Fri 8AM-8PM, Sat 8AM-4PM EST

September 7, 2010

Creditor:	Bank of America, N.A.
Account Number:	*****3006
Balance Due:	\$21,355.66
Amount Remitted:	\$

201000000708569-B5N *A-01-8P0-AM-00802-4

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN MA 02130-0035



NORTHSTAR LOCATION SERVICES, LLC
ATTN: FINANCIAL SERVICES DEPT.
4285 GENESEE ST
CHEEKTOWAGA NY 14225-1943

XXXXXXXXXXXXXXXXXXXXXX

To ensure proper credit, return this portion with your payment.

Creditor	Account #	Balance Due	Amount Remitted
Bank of America, N.A.	*****3006	\$21,355.66	

Northstar Location Services, LLC would like to work with you in an effort to resolve the balance on the above account. We are willing to accept bi-weekly payments to be applied toward the outstanding balance. Should you wish to take advantage of this option, you must call our office by no later than 09/22/10.

You may also qualify for a hardship settlement for an amount less than the balance due. Feel free to contact our office at 1-866-328-8252 to discuss this option with one of our representatives.

Bank of America may be required by law to report this settlement to one or more taxing authorities. The Bank makes no representation about tax consequences this may have or any reporting requirements that may be imposed on the Bank. You should consult independent tax counsel of your own choosing if you desire advice about any tax consequences which may result from this settlement.

Please be advised that if this item does not clear through your bank, this settlement offer will be considered null and void.

Federal law requires that we inform you this communication is from a professional debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This collection agency is licensed by the Department of Consumer Affairs, the City of New York License # 1179143.

To make paying your account more convenient we offer the following payment options:

- Check-by-phone at 1-866-328-8252
- MoneyGram ExpressPayment
- Debit Card
- Web Pay at www.gotncls.com
- Pay in person at our office
- Enclose your payment in the envelope

You may contact a Northstar Account Representative toll free at 1-866-328-8252 or direct dial our Remittance Department at 1-866-328-8252 to make your payment.

NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO NORTHSTAR LOCATION SERVICES, LLC.

Massachusetts Office Location: 49 Winter Street Weymouth, MA 02188 Hours: Mon-Thurs 9AM-6PM EST



Payment website: <https://www.ncls.com>

4285 Genesee Street
Cheektowaga, NY 14225-1943

**NORTHSTAR
LOCATION SERVICES, LLC**

1-866-328-8252
Hours Mon-Thur 8AM-10PM EST,
Fri 8AM-8PM, Sat 8AM-4PM EST

September 27, 2010

Creditor:	Bank of America, N.A.
Account Number:	*****3006
Balance Due:	\$21,355.66
Amount Remitted:	\$

201000000708569-LT2 *A-01-MJ3-AM-00234-2
 ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN MA 02130-0035



NORTHSTAR LOCATION SERVICES, LLC
ATTN: FINANCIAL SERVICES DEPT.
4285 GENESEE ST
CHEEKWAGA NY 14225-1943

.....

To ensure proper credit, return this portion with your payment.

Creditor	Account #	Balance Due	Amount Remitted
Bank of America, N.A.	*****3006	\$21,355.66	

Dear ANDREA C SPENCE:

Our records indicate we recently sent you a letter, but we have not received a response. We would like to assist you by customizing a payment arrangement based on your specific financial needs. Should you wish to take advantage of this assistance option, you must contact us immediately. We look forward to hearing from you.

Please feel free to contact our office to negotiate a payment or detach and submit the top portion of this letter along with your payment immediately. If you prefer to take advantage of our Check-by-phone or Master Card/Visa, contact our office at 1-866-328-8252 to make arrangements.

Federal law requires that we inform you this communication is from a professional debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. This collection agency is licensed by the Department of Consumer Affairs, the City of New York License # 1179143.

To make paying your account more convenient we offer the following payment options:

- Check-by-phone at 1-866-328-8252
- MoneyGram ExpressPayment
- Debit Card
- Web Pay at www.gotonls.com
- Pay In person at our office
- Enclose your payment in the envelope

You may contact a Northstar Account Representative toll free at 1-866-328-8252 or direct dial our Remittance Department at 1-866-328-8252 to make your payment.

NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO NORTHSTAR LOCATION SERVICES, LLC.

Massachusetts Office Location: 49 Winter Street Weymouth, MA 02188 Hours: Mon-Thurs 9AM-6PM EST



Payment website: <https://www.gotonls.com>

EX. E

Consumer Credit Report for ANDREA C. SPENCE

Page: 2 of 7

File Number: 327270439 Date Issued: 11/14/2013

Redacted

BANK OF AMERICA #37432299972** (PO BOX 982235, EL PASO, TX 79998-2235, Phone number not available)**

Date Opened:	12/02/1993	Balance:	\$0	Pay Status:	>Charged Off
Responsibility:	Individual Account	Date Updated:	11/18/2011	Date Closed:	05/08/2009
Account Type:	Revolving Account	Payment Received:	\$0	Date Paid:	01/05/2009
Loan Type:	CREDIT CARD	Last Payment Made:	01/05/2009	>Maximum Delinquency of 120 days in 06/2009 and in 08/2009<	
		High Balance:	\$21,472		
		Original Charge-off:	\$21,355		
		Credit Limit:	\$19,900		

Remarks: PURCHASED BY ANOTHER LENDER; UNPAID BALANCE CHARGED OFF

Estimated month and year that this item will be removed: 02/2016

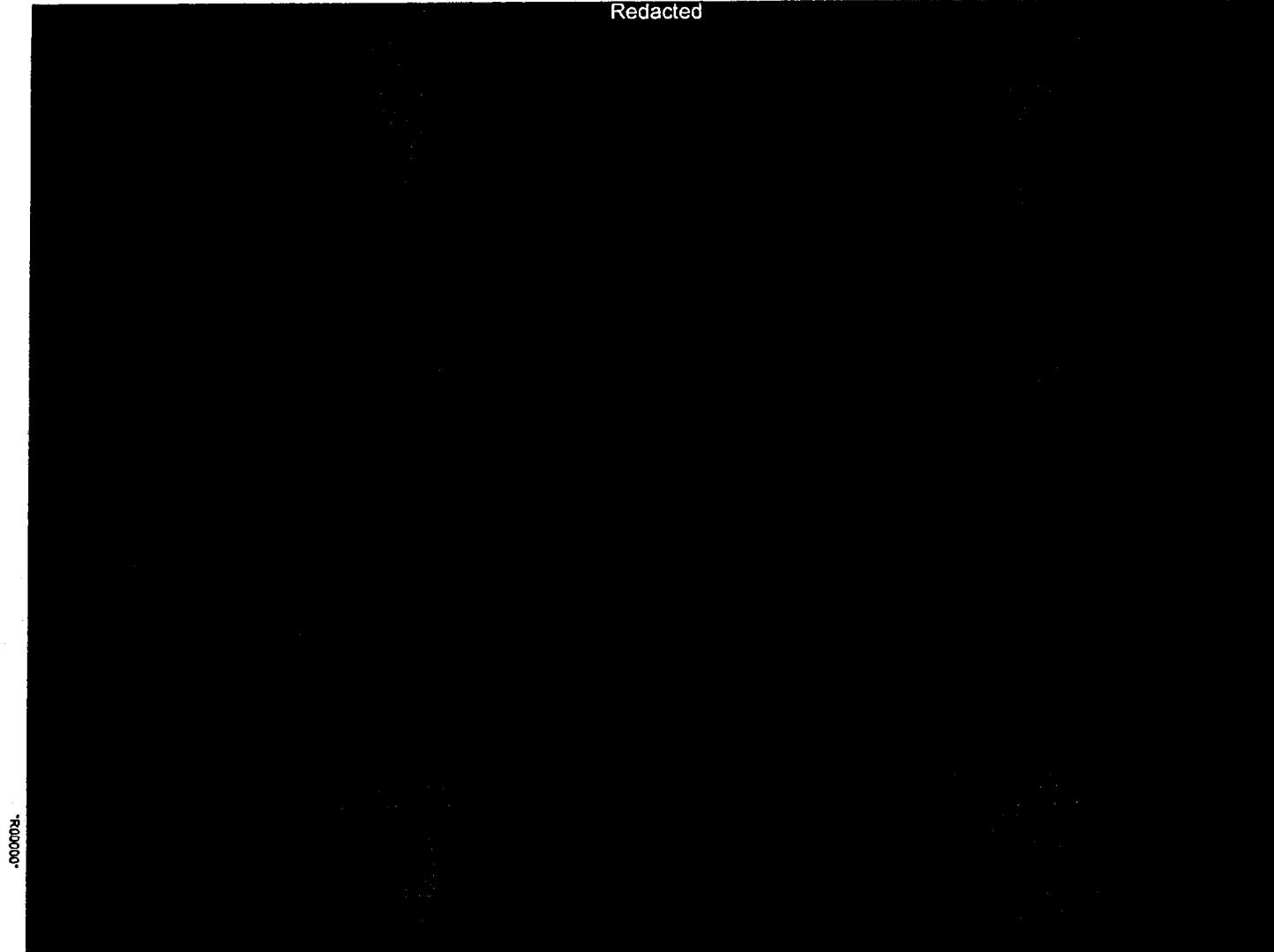
Page: 3 of 7

File Number: 327270439 Date Issued: 11/14/2013

Consumer Credit Report for ANDREA C. SPENCE

	10/2009	09/2009	08/2009	07/2009	06/2009	05/2009	04/2009	03/2009	02/2009	01/2009	12/2008	11/2008
Rating	N/R	GO	OK	OK	OK	OK						
	10/2008	09/2008	08/2008	07/2008	06/2008	05/2008	04/2008	03/2008	02/2008	01/2008	12/2007	11/2007
Rating	OK											
	10/2007	09/2007	08/2007	07/2007	06/2007	05/2007	04/2007	03/2007	02/2007	01/2007	12/2006	11/2006
Rating	OK											
	10/2006	09/2006	08/2006	07/2006	06/2006	05/2006	04/2006	03/2006	02/2006	01/2006	12/2005	11/2005
Rating	OK											

Redacted



REDACTED

Sanctioned Accounts

Redacted





Prepared for: ANDREA C SPENCE
 Date: November 25, 2013
 Report number: 0496-1621-95

Page 3 of 14

Your accounts that may be considered negative

The most common items in this section are late payments, accounts that have been charged off or sent to collection, bankruptcies, liens, and judgments. It also may contain items that are not necessarily negative, but that a potential creditor might want to review more closely, such as an account that has been settled or transferred. This information is generally removed seven years from the initial missed payment that led to the delinquency. Missed payments and most public record items may remain on the credit report for up to seven years, except Chapters 7, 11 and 12 bankruptcies and unpaid tax liens, which may remain for up to 10 years. A paid tax lien may remain for up to seven years. Transferred accounts that have not been past due remain up to 10 years after the date the account was transferred.

Payment history legend	
Curent/Terms of agreement met	V.S. Voluntarily surrendered
Account 30 days past due	R Repossession
Account 60 days past due	PBC Paid by creditor
Account 90 days past due	IC Insurance claim
Account 120 days past due	G Claim filed with government
Account 150 days past due	D Defaulted on contract
Account 180 days past due	C Collection
Creditor received deed	CO Charge off
Foreclosure proceedings started	C/S Closed
Foreclosed	ND No data for this time period

Credit items

BANK OF AMERICA
 PO BOX 982255
 EL PASO TX 79998
 No phone number available
 Partial account number
 37432299972...
 Address identification number
 0595262479

	Date opened	Type	Credit limit or original amount	Recent balance	Responsibility
Dec 1993	Credit card	\$19,900	Not reported as of Nov 2011		Individual
First reported	Terms	High balance			Status
Jan 2002	Not reported			Closed. \$21,355 written off.	
Date of status	Monthly	\$21,472		Creditor's statement	
Nov 2011	payment			"Purchased by another lender."	
	Not reported				

Payment history

2011	NOV	OCT	SEP	AUG	JUL	JUN	MAY	APR	MAR	FEB	JAN	DEC	NOV	OCT	SEP	AUG	JUL	JUN
Redacted																		

2008	JUN	MAY	APR	MAR	FEB	JAN	DEC	NOV	OCT	SEP	AUG	JUL	JUN	MAY	APR	MAR	FEB	JAN	DEC
Redacted																			

2005	JUN	MAY	APR	MAR	FEB	JAN	DEC	NOV	OCT	SEP	AUG	JUL	JUN	MAY	APR	MAR	FEB	JAN	DEC
Redacted																			

2007	MAY	APR	MAR	FEB	JAN	DEC	NOV	OCT	SEP	AUG	JUL	JUN	MAY	APR	MAR	FEB	JAN	DEC	
Redacted																			

0018273004

Bank of America		1000 Box 98222-0123456789000000	Date Opened	Credit Limit	Term Frequency	Months Period	Activity Designator	Creditor Classification
Item #	Description	Amount	Date of Last Payment	Actual Due Date	Scheduled Payment Amount	Date of 1st Disbursement	Date Mat. Charge Off	Balloon Pay Date
37432298972*	Balance Amt:	\$0	01/20/2009			03/20/2009	08/20/2009	\$21,355
11/18/2011	Amount Due							
Status - Charge Off; Type of Account - Revolving; Type of Loan - Credit Card; Whose Account - Individual Account; ADDITIONAL INFORMATION - Account Transferred or Sold; Charged Off Account;								
Account History	08/20/09	07/20/09	06/20/09	05/20/09	04/20/09	03/20/09		
With Status Codes	4	4	4	3	2	1		

Historical Account Information							Activity Designator	
	Balance	Scheduled Payment Amount	Actual Payment Amount	Date of Last Payment	High Credit	Credit Limit	Amount Past Due	Type of Loan
Re R	Redacted							
Red	Redact	Red	Red	Redact	Redact	Redact	Redacted	
Additional Information:		Redacted						
Redacted		Red	Red	Redact	Redact	Redact	Redacted	
Additional Information:		Redacted						
Redacted	Redacted	Red	Red	Redact	Redact	Redact	Redacted	
Additional Information:		Redacted						

(Continued On Next Page)

Page 5 of 20

Redacted

EX. F

PO Box 1017
Hawthorne, NY 10532

14 17 00001531
940602



Phone: 1-800-501-0909 • FAX: 1-914-347-1973
www.cavalryportfolioservices.com



December 6, 2011


ANDREA C SPENCE
 PO BOX 300706
 JAMAICA PLAIN, MA 02130-0035


RE: Original Institution: Bank of America/FIA Card Services, N.A.
 Original Account No.: 374322030494682
 Cavalry Account No.: 17025153
 Outstanding Balance: \$26,794.32

35% DISCOUNT OFFER
YOU PAY ONLY \$17,416.31

Dear ANDREA C SPENCE

This letter serves as notice that the above referenced account has been purchased by Cavalry SPV I, LLC from FIA Card Services, N.A., and has been referred to Cavalry Portfolio Services, LLC ("Cavalry") for collection.

It is important that you:

- Contact us to arrange repayment terms (however, see your validation rights below).
- Forward all future payments to the address listed below on the payment coupon in order to ensure proper credit and avoid delays in payment posting.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid.

If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification.

If you request this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

If you have any questions or would like to discuss payment solutions you may speak to a Customer Service Representative to resolve your account by calling us toll free at (866) 842-2603.

Sincerely,

Oscar J. Chelf

THIS OFFER EXPIRES 45 DAYS FROM THE DATE OF THIS CORRESPONDENCE
THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR
THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.
SEE REVERSE SIDE FOR IMPORTANT INFORMATION CONCERNING YOUR RIGHTS

35% DISCOUNT
PAYMENT COUPON

Please detach and return this portion with your payment in the enclosed envelope. Be sure the address below shows through the return envelope window.

Make Checks and Money Orders Payable to
Cavalry Portfolio Services, LLC.

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN, MA 02130-0035


Cavalry Portfolio Services, LLC
 PO Box 27288
 Tempe, AZ 85285-7288

Cavalry Account No.: 17025153
 Outstanding Balance: \$26,794.32
 Settlement Amount: \$17,416.31

NO CALLS ARE NECESSARY IF PAYMENT IS INCLUDED

CAV023
CAV044 V1
040612

EX. G

PO Box 1017
Hawthorne, NY 10532

1100000075
957091



Phone: (866) 842-2603

www.cavalryportfolioservices.com



February 7, 2012

RE: Original Institution: Bank of America/FIA Card Services, N.A.
Original Account No.: 374322030494682
Cavalry Account No.: 17025153
Outstanding Balance: \$27,208.63

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN, MA 02130-0035

**ARE YOU GETTING A TAX REFUND?
WHY NOT USE IT TO TAKE ADVANTAGE
OF ONE OF OUR GREAT OFFERS THIS YEAR.**



Cavalry wants you to get the most out of your tax refund this year by offering a **30%** discount to help pay your account.

Even if you didn't get a tax refund, you are still entitled to take advantage of this great offer.

That's right, you can settle your account **right now for \$19,046.04**. Simply mail your payment along with the coupon at the bottom of this page in the enclosed envelope.

If you prefer, you can also pay this off in **5 monthly installments of \$4,353.38**. A Savings of **20%**.

Please feel free to call us at **(866) 842-2603** to discuss this or the many exciting payment programs available at Cavalry. You can also visit us online at www.cavalryportfolioservices.com to make a payment or check account information.

Sincerely,
Oscar J. Chelf

This Offer Expires 30 Days From The Date Of This Correspondence.

**THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.
SEE REVERSE SIDE FOR IMPORTANT INFORMATION CONCERNING YOUR RIGHTS**

EX. H

PO Box 1017
Hawthorne, NY 10532

JULY 2012
163680



August 10, 2012

RE: Original Institution: "Bank of America/FIA Card Services, N.A."
Original Account No.: 374322030494682
Cavalry Account No.: 17025153
Outstanding Balance: \$28,426.26

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN, MA 02130-0035

SUMMER SAVINGS PROGRAM

Dear ANDREA C SPENCE

At Cavalry, we know how important it is to stretch every dollar as far as you can. That's why we've come up with a special **SUMMER SAVINGS PROGRAM** that will help you to pay off this debt.

20% INSTANT DISCOUNT

**PAY ONLY
\$22,740.21**

10% DISCOUNT OFFER

**5 EASY INSTALLMENTS OF
\$5,116.55**

Please call us today at 866-884-0799 to discuss this fantastic offer, and the many other payment plan options that Cavalry has available to assist you in paying off your account.

If you would like to pay your account via our secure website, or to receive future offers by email, please visit us at <https://payments.cavalryportfolioservices.com>.

Sincerely,
Judy Rahlf

**THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.
SEE REVERSE SIDE FOR IMPORTANT INFORMATION CONCERNING YOUR RIGHTS**

EX. I

PO Box 520
Valhalla, NY 10595

4 10 00001124
192224



October 18, 2012

RE: Original Institution: Bank of America/FIA Card Services, N.A.
Original Account No.: 374322030494682
Cavalry Account No.: 17025153
Outstanding Balance: \$28,879.03

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN, MA 02130-0035

BoA / AMEX

FRESH START PROGRAM

Dear ANDREA C SPENCE,

At Cavalry, we recognize the importance of your overall financial health during these difficult economic times. Consumers are taking control of their finances by spending less and paying down debt.

Cavalry would like to help you by offering a 30% discount to pay down your debt, and get you back on the road to financial recovery.

If you prefer, you may also choose a 20% discount and pay in 5 monthly installments of \$4,620.64.

If you would like to pay your account via our secure web site, or check account information, please visit us at <https://payments.cavalryportfolioservices.com>

If these offers don't fit into your current budget, please call us at (866) 883-0399 and we will work with you to tailor a solution that falls within your finances.

30% DISCOUNT PAY ONLY <u>\$20,215.32</u>	OR	20% DISCOUNT PAY ONLY 5 INSTALLMENTS OF <u>\$4,620.64</u>
---	-----------	--

This offer expires thirty days from the date of this letter. We are not obligated to renew this offer.

Sincerely,
Cavalry Portfolio Services, LLC

**THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.
SEE REVERSE SIDE FOR IMPORTANT INFORMATION CONCERNING YOUR RIGHTS**

EX. J

PO Box 520
Valhalla, NY 10595

S 12 00001261
214698



Phone: (800) 861-4839

www.cavalryportfolioservices.com

December 26, 2012

RE: Original Institution: Bank of America/FIA Card Services, N.A.
Original Account No.: 374322030494682
Cavalry Account No.: 17025153
Outstanding Balance: \$29,332.80

ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN, MA 02130-0035

FRESH START PROGRAM

Dear ANDREA C SPENCE,

At Cavalry, we recognize the importance of your overall financial health during these difficult economic times. Consumers are taking control of their finances by spending less and paying down debt.

Cavalry would like to help you by offering a **40% discount** to pay down your debt, and get you back on the road to financial recovery.

If you prefer, you may also choose a **30% discount and pay in 5 monthly installments of \$4,106.59**. If you would like to pay your account via our secure web site, or check account information, please visit us at <https://payments.cavalryportfolioservices.com>

If these offers don't fit into your current budget, please call us at (800) 861-4839 and we will work with you to tailor a solution that falls within your finances.

**40% DISCOUNT
PAY ONLY
\$17,599.68**

OR

**30% DISCOUNT
PAY ONLY
5 INSTALLMENTS OF
\$4,106.59**

This offer expires thirty days from the date of this letter. We are not obligated to renew this offer.

Sincerely,
Cavalry Portfolio Services, LLC

**THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.
SEE REVERSE SIDE FOR IMPORTANT INFORMATION CONCERNING YOUR RIGHTS**

PAYMENT COUPON

Please detach and return this portion with your payment

EX. K

Consumer Credit Report for ANDREA C. SPENCE

Page: 3 of 7

File Number: 327270439 Date Issued: 11/14/2013

Redacted

CAVALRY PORTFOLIO SVCS #1702** (500 SUMMIT LAKE DR, STE 4A, VALHALLA, NY 10595, (800) 501-0909)**

Remarks: >PLACED FOR COLLECTION<

Estimated month and year that this item will be removed: 02/2016

Redacted

•R0000•

SATISFACTION ACCOUNTS

Redacted



EX. L

35A RUST LANE
BOERNE, TX 78006-8202



American Coradius International LLC
Toll Free: 1-888-400-7808

December 5, 2013

6318438 NTC1M
1 AT A-02-283-AM-00515-3

RE:
ANDREA C SPENCE
PO BOX 300706
JAMAICA PLAIN MA 02130-0035



Creditor:	CAVALRY SPV I, LLC
Original Creditor:	BANK OF AMERICA/FIA CARD SERVICES
Account Number:	374322030494682
Account Balance:	\$29,977.28
Amount Remitted:	\$

Make Checks Payable to:

AMERICAN CORADIUS INTERNATIONAL LLC
2420 SWEET HOME RD STE 150
AMHERST NY 14228-2244

PLEASE DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT IN THE ENVELOPE PROVIDED

Creditor	Original Creditor	Account #	Account Balan-
CAVALRY SPV I, LLC	BANK OF AMERICA/FIA CARD SERVICES, N.A.	374322030494682	\$29,977.28

Dear Andrea C Spence

We are writing to you regarding your CAVALRY SPV I, LLC account. This account has been placed with our office for collection.

As of the date of this letter you owe \$29,977.28. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence if you pay the amount shown above, an adjustment may be necessary after we receive your payment. If an adjustment is made, we may attempt to contact you again about the adjustment. For further information, write the undersigned or call 1-888-400-7808.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

Sincerely,

American Coradius International LLC
A Professional Debt Recovery Agency

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Calls to or from this company may be monitored or recorded for quality assurance purposes.

MASSACHUSETTS LOCAL ADDRESS: 15 UNION ST., LAWRENCE, MA 01840

PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS

NOTICE OF IMPORTANT RIGHTS. YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN (10) DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN (7) DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.

For your convenience you can now resolve this matter online. Logon to www.acibillpay.com to see the repayment options available to you.

You will need your 7 digit ACI reference number 6318438 available when you log in.

You can now make payment arrangements on your account using checking, credit card or debit card accounts.



Office Address: 2420 Sweet Home Rd Ste 150, Amherst NY 14228-2244
Hours of Operation: Mon-Thurs: 8AM-9PM, Fri: 8AM-5PM, Sat: 8AM-12PM EST

Ex. M

BAILEY & GLASSER LLP

Lawyers
 Internet www.baileyglasser.com
 Phone (617) 439-6730 Fax (617) 951-3954

125 Summer Street, Suite 1030
 Boston, MA 02110

March 13, 2014

Via Certified Mail
Return Receipt Requested No. 9414 7102 0079 3047 8952 93

Mr. Alfred Brothers, Chief Executive Officer
 Cavalry Portfolio Services, LLC
 500 Summit Lake Drive, Suite 400
 Valhalla, NY 10595

Return Receipt Requested No. 9414 7102 0088 2116 2943 62

Chief Executive Officer
 Cavalry SPV I, LLC
 500 Summit Lake Drive, Suite 400
 Valhalla, NY 10595

Re: *Demand for Relief Pursuant to Mass. Gen. Laws, c. 93A §9*
On Behalf of Andréa Spence and A Class of Similarly Situated Persons

Dear Sir/Madam:

Please consider this a demand for relief pursuant to Massachusetts General Laws, Chapter 93A, made on behalf of Ms. Andréa Spence, to Cavalry Portfolio Services, LLC and Cavalry SPV I, LLC (collectively "Cavalry"). Ms. Spence makes this demand on behalf of herself and a class of persons similarly situated. Ms. Spence and the class she seeks to represent have suffered damages caused by Cavalry's unfair and deceptive debt collection practices, which violate the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*, M.G.L. c. 93 § 49, § 54A, and 68, c. 93A, and other applicable laws and regulations. The following summary describes these violations of law and provides Cavalry with an opportunity to settle this matter on a class-wide basis.

Facts

Since at least 2009, Cavalry has collected or attempted to collect debts from consumers in Massachusetts. Cavalry purchases, or claims to purchase, credit card debts from banks months or years after the bank has charged-off the debts. As a standard practice, and for a variety of sound business reasons, most banks waive interest on credit card debts after charge-off for as long as the debts are held by the banks. When Cavalry purchases a debt, it retroactively adds interest for the period prior to the date it allegedly became the owner of the debts, and during which the prior

owner had waived any right to collect interest. Specifically, Cavalry adds interest for the period between charge-off and the alleged purchase by Cavalry. Cavalry then seeks to collect this inflated lawsuits through written demands and lawsuits. It also engages in inaccurate credit reporting in an effort to collect such unauthorized interest.

Specifically, Cavalry reports an amount to the credit bureaus that includes interest for the period of time after charge-off and prior to sale of the account to a debt purchaser. The reporting is made to anyone who may see and use credit reports, including the consumer and other creditors.

The retroactive addition of previously waived interest is unlawful. An assignee steps into the shoes of the assignor as of the date the assignor sells the account, and has no right to retroactively reverse the assignor's business decision to not charge interest during a period when the assignee did not hold the account. Moreover, Cavalry continues to prospectively add interest to its purchased debts prospectively at an unknown rate, even though no agreement allows it to do so.

Facts Relating to Andréa Spence

On or about August 13, 2009, Ms. Spence received a collection letter from FIA Card Services, N.A., on behalf of Bank of America, indicating an account balance of \$21,472. On or about August 20, 2009, FIA Card Services, N.A. sent Ms. Spence another collection letter on behalf of Bank of America which stated "This is Our Final Notice" and that the account was about to be written off as bad debt. The letter further stated that once the account was written off, it would be sold to a third party and the third party would continue to collect this balance. Bank of America charged-off Ms. Spence's account in September 2009 in the amount of \$21,355 and reported that amount to the three credit reporting agencies, but it retained the account until November 2011.

Beginning in September 2009 through January 2011, Ms. Spence received at least six letters from a series of debt collectors seeking to collect the alleged debt on behalf of Bank of America, all stating an unchanging Balance Due of \$21,355.66.

The final letter in this series was sent on January 8, 2011, by NCO Financial Systems Inc. on behalf of Bank of America. The letter stated that the Current Balance Due on the alleged debt on January 8, 2011 was \$21,355.66.

In November, 2011, Bank of America reported to the three credit reporting agencies that the charge-off amount for this account was \$21,355, and the High Balance was \$21,472.

In November 2011, Bank of America sold the account to Cavalry.

On or about December 6, 2011, Cavalry Portfolio Services, LLC sent Ms. Spence a collection letter on behalf of Cavalry SPV I, LLC, stating that it had purchased the alleged Bank of America credit card account, and that the Current Balance now due was \$ 26,794.32. The

balance had increased by \$5,438.66 in only one month. Such an increase would involve an interest rate in excess of 100% and is not authorized on any credit card issued by Bank of America and its affiliates.

Calvary then proceeded to send collection letters with ever increasing balances, adding interest at an unknown rate. On February 7, 2012, Cavalry sent Ms. Spence a collection letter, which stated the amount of the debt as \$27,208.62. On August 10, 2012, Cavalry sent Ms. Spence a collection letter, which stated the amount of the debt as \$28,425.26. October 18, 2012, Cavalry sent Ms. Spence a collection letter, which stated the amount of the debt as \$28,879.03. On December 26, 2012, Cavalry sent Ms. Spence a collection letter, which stated the amount of the debt as \$29,332.80. There was no agreement between Ms. Spence and Cavalry authorizing the imposition of interest.

In November 2013, Cavalry reported the debt to Experian, Equifax and Trans Union in the amount of \$29,977. Cavalry continues to report this alleged debt.

On or about December 5, 2013 and January 10, 2013, American Coradius International LLC (ACI) sent Ms. Spence collection letters on behalf of Cavalry SPV I, LLC. Both letters stated the amount of the debt as \$29,977.28.

Cavalry added interest at unknown rates for periods prior to their alleged purchase of the debt, while the debt was owned by Bank of America. Bank of America had not added such interest to the debt. Bank of America did not send any billing statements to Ms. Spence after it charged-off the account.

Bank of America treated the debt as being in the amount of \$21,355. Bank of America sold the debt as being one of \$21,355. Between the date the account was charged-off and the date Bank of America allegedly sold the debt to Cavalry, Bank of America waived all further interest and finance charges on the account. Bank of America had reported the amount to Trans Union as one of \$21,355 and not some larger amount.

After its purchase of the debt, Cavalry began adding interest at an unknown rate prospectively. No agreement between Ms. Spence and Cavalry authorizes the imposition of interest.

Violations of Law

Cavalry committed multiple violations of federal and state law in attempting to collect the alleged debt from Ms. Spence and other similarly situated individuals. Cavalry's violations of the FDCPA include, without limitation:

- By adding unauthorized interest to debts, Cavalry engaged in a deceptive collection practice, in violation of 15 U.S.C. §§1692e, 1692e(2), 1692e(5), and 1692e(10), and an unfair collection practice, in violation of 15 U.S.C. §§1692f and 1692f(1).

- By reporting the unauthorized interest to credit reporting agencies, Cavalry violated 15 U.S.C. §§1692e.

Cavalry also violated M.G.L. c. 93A § 2 with respect to Ms. Spence and each class member by engaging in collection practices that were unfair, deceptive, and/or unconscionable. The violations Cavalry has engaged in include the violations of the FDCPA cited above, and the following without limitation:

- Attempting to collect debts while unlicensed and unbonded, in violation of M.G.L. c. 93, §§ 24-28, 49, and c. 93A;
- Attempting to collect a debt in an unfair, deceptive or unreasonable manner, in violation of M.G.L. c. 93, § 49, and c. 93A;
- The reporting of false information to credit bureaus in violation of M.G.L. c. 93, § 54A, and 68.
- The use of false, deceptive, or misleading representation or means in connection with the collection of any debt, including but not limited to: the threat to take any action that cannot legally be taken; the false representation of the character, amount, or legal status of any debt; or communicating to any person credit information which is known or which should be known to be false, 209 C.M.R. 18.16 (2), (5), (8).
- The use of unfair or unconscionable means to collect or attempt to collect a debt, including but not limited to: the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law. 209 C.M.R. 18.17 (1)

Demand for Relief

By the actions described above, Cavalry has violated M.G.L. c. 93A and other consumer protection laws. As a result of Cavalry's actions, Ms. Spence and class members have suffered damages, including without limitation, statutory damages. Accordingly, on behalf of Ms. Spence and class members, I hereby demand that Cavalry:

- a. Pay statutory damages to the class pursuant to 15 U.S.C. § 1692k and c. 93A § 9, together with reasonable attorney's fees and costs;
- b. Pay actual and punitive damages pursuant to M.G.L. c. 93, § 63 and 64, together with attorney's fees and costs;
- c. Disgorge any amounts collected from Massachusetts consumers who's debt Cavalry added interest to for a period prior to the alleged ownership of the debt by Cavalry, that had not been added by the holder of the debt at that time;
- d. Delete or revise any credit reporting that includes any such interest; and

- e. Conduct its debt collection business in Massachusetts in accordance with applicable laws from this date forward.

M.G.L. c. 93A, § 9 provides Cavalry with the opportunity to make a reasonable written settlement offer within thirty days of your receipt of this letter. Should no reasonable settlement offer be made, Ms. Spence and similarly situated individuals may recover up to three times actual damages, plus attorneys' fees and costs.

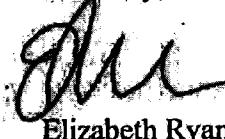
In this regard, I direct your attention to the Supreme Judicial Court's view of the policy behind c. 93A's settlement encouraging directive:

Indeed, the conduct proscribed by the Statute *is as much the failure to make a reasonable settlement offer as it is the substantive violation of c. 93A*. Multiple damages are the "appropriate punishment" for forcing Plaintiff and other similarly situated individuals to litigate clearly valid claims.

International Fidelity Ins. Co. v. Wilson, 443, N.E. 2d 1308, 1318 (1983).

I look forward to hearing from you so that we may work toward a prompt and equitable settlement of this matter.

Sincerely,



Elizabeth Ryan

cc: Andréa Spence

Commonwealth of Massachusetts

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
CIVIL ACTIONNo. SUCV2014-00850-BLS2Andrea Spence, Plaintiff(s)

v.

Cavalry Portfolio Services, LLC, et al., Defendant(s)

SUMMONS

To the above-named Defendant: Cavalry Portfolio Services, LLC

You are hereby summoned and required to serve upon Elizabeth Ryan of Bailey & Glasser LLP

plaintiff's attorney, whose address is 125 Summer St. Ste. 1030, Boston MA 02110, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at Boston either before service upon plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

Witness, Barbara J. Rouse, Esquire, at Boston, the thirteenth day of March, in the year of our Lord two thousand fourteen.

A handwritten signature in black ink that reads "Michael Joseph Donovan".

Clerk/Magistrate

NOTICE TO DEFENDANT — You need not appear personally in court to answer the complaint, but if you claim to have a defense, either you or your attorney must serve a copy of your written answer within 20 days as specified herein and also file the original in the Clerk's Office.

NOTES.

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

3. TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED

- (1) TORT — (2) MOTOR VEHICLE TORT — (3) CONTRACT — (4) EQUITABLE RELIEF — (5) OTHER

I HEREBY ATTEST AND CERTIFY ON

13M CIV.P. 1 3rd Rev. 20M-10/11

June 30, 2014, THAT THE
FOREGOING DOCUMENT IS A FULL,
TRUE AND CORRECT COPY OF THE
ORIGINAL ON FILE IN MY OFFICE,
AND IN MY LEGAL CUSTODY.

MICHAEL JOSEPH DONOVAN
CLERK / MAGISTRATE
SUFFOLK SUPERIOR CIVIL COURT
DEPARTMENT OF THE TRIAL COURT

BY:

A handwritten signature in black ink that appears to be "Michael Joseph Donovan".

Asst. Clerk

2014 JUN -5 AM 1:30
MICHAEL JOSEPH DONOVAN
CLERK / MAGISTRATE
SUFFOLK SUPERIOR CIVIL COURT
DEPARTMENT OF THE TRIAL COURT

Commonwealth of Massachusetts

SUFFOLK, ss.



SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
CIVIL ACTION

No. SUCV2014-00850-BLS2Andrea Spence

, Plaintiff(s)

v.

Cavalry Portfolio Services, LLC, et al., Defendant(s)

SUMMONS

To the above-named Defendant: Cavalry SPV I, LLC

You are hereby summoned and required to serve upon Elizabeth Ryan of Bailey & Glasser LLP

plaintiff's attorney, whose address is 125 Summer St. Ste. 1030, Boston, MA 02110, can answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at Boston either before service upon plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

Witness, Barbara J. Rouse, Esquire, at Boston, the thirteenth day of March, in the year of our Lord two thousand fourteen.

A handwritten signature in black ink that reads "Michael Joseph Donovan".

Clerk/Magistrate

NOTICE TO DEFENDANT — You need not appear personally in court to answer the complaint, but if you claim to have a defense, either you or your attorney must serve a copy of your written answer within 20 days as specified herein and also file the original in the Clerk's Office.

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3. TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED

(1) TORT — (2) MOTOR VEHICLE TORT — (3) CONTRACT — (4) EQUITABLE RELIEF — (5) OTHER

FORM CIV.P. 1 3rd Rev. 20M-10/11

I HEREBY ATTEST AND CERTIFY ON

June 30, 2014

, THAT THE
FOREGOING DOCUMENT IS A FULL,
TRUE AND CORRECT COPY OF THE
ORIGINAL ON FILE IN MY OFFICE,
AND IN MY LEGAL CUSTODY.

**MICHAEL JOSEPH DONOVAN
CLERK / MAGISTRATE
SUFFOLK SUPERIOR CIVIL COURT
DEPARTMENT OF THE TRIAL COURT**

BY:

A handwritten signature in black ink that reads "John J. Donavan".

Asst. Clerk

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION NO. 14-0850-BLS2

ANDRÉA SPENCE, on behalf of herself
and others similarly situated,

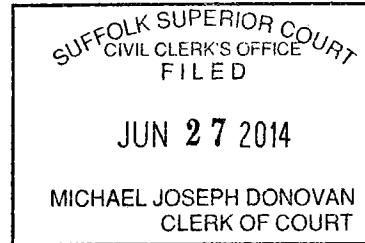
Plaintiff,

v.

CAVALRY PORTFOLIO SERVICES, LLC
and CAVALRY SPV I, LLC,

Defendants.

U.S. DIST #
14-CV-12655



**NOTICE OF FILING OF NOTICE OF REMOVAL TO
UNITED STATES DISTRICT COURT**

TO: THE CLERK OF THE SUFFOLK COUNTY SUPERIOR COURT

PLEASE TAKE NOTICE that on June 26, 2014, Cavalry Portfolio Services, LLC, and Cavalry SPV I, LLC, the defendants in this action, filed in the United States District Court for the District of Massachusetts their Notice of Removal, a copy of which is attached.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. §1446, the filing of that Notice of Removal in the United States District Court, together with the filing of a copy of the Notice of Removal with this Court, effects the removal of this action and the above-captioned Court may proceed no further unless and until the case is remanded.

Dated: June 26, 2014.

CAVALRY PORTFOLIO SERVICES, LLC
and CAVALRY SPV I, LLC

I HEREBY ATTEST AND CERTIFY ON

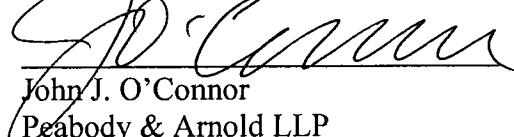
June 30, 2014, THAT THE
FOREGOING DOCUMENT IS A FULL,
TRUE AND CORRECT COPY OF THE
ORIGINAL ON FILE IN MY OFFICE,
AND IN MY LEGAL CUSTODY.

MICHAEL JOSEPH DONOVAN
CLERK / MAGISTRATE
SUFFOLK SUPERIOR CIVIL COURT
DEPARTMENT OF THE TRIAL COURT

BY:


Asst. Clerk

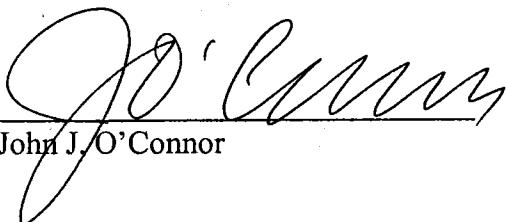
By their Attorneys,


John J. O'Connor
Peabody & Arnold LLP
Federal Reserve Plaza
600 Atlantic Avenue
Boston, MA 02210
(617) 951-2077
JOConnor@peabodyarnold.com

CERTIFICATE OF SERVICE

I, John J. O'Connor, certify that on June 26, 2014, I served the foregoing Notice of Removal on counsel listed below via First Class U.S. Mail:

Elizabeth Ryan
John Roddy
Bailey & Glasser LLP
125 Summer Street, Suite 1030
Boston, MA 02110
eryan@baileyllasser.com
jroddy@baileyllasser.com


John J. O'Connor

824591_1
15646-98214

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

ANDRÉA SPENCE, on behalf of herself and
others similarly situated,

Plaintiff,

v.

CIVIL ACTION NO. _____

CAVALRY PORTFOLIO SERVICES, LLC
and CAVALRY SPV I, LLC,

Defendants.

NOTICE OF REMOVAL

Defendants CAVALRY PORTFOLIO SERVICES, LLC (“CPS”), and CAVALRY SPV I, LLC (“SPV,” and collectively “Defendants”), by counsel, and pursuant to 28 U.S.C. §§1441 and 1446, hereby remove the above-entitled action, which is currently pending in the Suffolk County Superior Court (Case No. SUCV2014-00850-BLS2), and state as follows:

BACKGROUND

1. On May 9, 2014, Plaintiff Andrea Spence (“Plaintiff”) filed a four-count amended class action complaint (“Complaint”) in the Suffolk County Superior Court. (A copy of Plaintiff’s Complaint is attached as Exhibit A).

2. The Complaint alleges various violations of the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. §1692 et seq., Massachusetts credit reporting laws, M.G.L. c. 93 §§ 49 and 54A, and 93A, and seeks declaratory and equitable relief against CPS and SPV.

3. Specifically, Plaintiff alleges that Defendants violated the FDCPA by charging unauthorized interest and reporting amounts debtors did not legally owe to credit reporting agencies. (Compl. ¶¶ 2-3; 59-60).

4. Plaintiff also alleges that Defendants violated Massachusetts credit reporting laws by reporting false information to credit bureaus, (Compl. ¶¶5; 62), and engaging in unfair and deceptive practices related to charging, reporting and attempting to collect unauthorized interest. (Compl. ¶¶5; 66-67).

5. CPS and SPV accepted service of the Complaint on June 3, 2014.

6. The Complaint constitutes all pleadings served on Defendants in this action to date. *See* 28 U.S.C. §1446(a).

7. This notice of removal is timely under 28 U.S.C. §1446(b) because less than thirty days have passed since Defendants accepted service of Plaintiff's Complaint.

REMOVAL JURISDICTION

8. This action is one in which the Court has original jurisdiction under 28 U.S.C. §1331 as it involves a federal question. Specifically, Plaintiff's claims for relief allege violations of the FDCPA, 15 U.S.C. §1692.

9. Accordingly, this is a civil action "arising under the Constitution, laws, or treaties of the United States" pursuant to § 1331, and removal is appropriate pursuant to 28 U.S.C. §§1441, 1446.

PROCEDURAL REQUIREMENTS

10. Removal to this Court is proper because the United States District Court for the District of Massachusetts embraces the Suffolk County Superior Court, where the state court action was filed.

11. Pursuant to 28 U.S.C. §1446(d), Defendants are promptly providing written notice of this removal to counsel for Plaintiff and will promptly file a copy of this Notice of Removal with the Clerk of the Suffolk County Superior Court.

Case 1:14-cv-12655 Document 1 Filed 06/26/14 Page 3 of 3

WHEREFORE, Defendants respectfully request that the above-entitled action be removed from the Suffolk County Superior Court to this Court.

CAVALRY PORTFOLIO SERVICES, LLC
and CAVALRY SPV I, LLC

By their Attorneys,

/s/John J. O'Connor
John J. O'Connor
BBO # 555251
Peabody & Arnold LLP
Federal Reserve Plaza
600 Atlantic Avenue
Boston, MA 02210
(617) 951-2077
JOConnor@peabodyarnold.com

CERTIFICATE OF SERVICE

I, John J. O'Connor, certify that on June 26, 2014, I electronically filed the foregoing **Notice of Removal** with the Clerk of the Court by using the CM/ECF system and served counsel for Plaintiff via First Class Mail, as follows:

Elizabeth Ryan
John Roddy
Bailey & Glasser LLP
125 Summer Street, Suite 1030
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/s/John J. O'Connor
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824582_1
15646-98214

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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Andrea Spence, on behalf of herself and others similarly situated

(b) County of Residence of First Listed Plaintiff Suffolk

(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS

Cavalry Portfolio Services, LLC and Cavalry SPV I, LLC

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Elizabeth A. Ryan/John J. Roddy
Bailey & Glasser LLP, 125 Summer St, Ste. 1030, Boston, MA 02110
617-439-6730John J. O'Connor, Peabody & Arnold LLP, 600 Atlantic Avenue,
Boston, MA 02210-2261
617-951-2100**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- | | |
|--|---|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input checked="" type="checkbox"/> 3 Federal Question
(U.S. Government Not a Party) |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input type="checkbox"/> 4 Diversity
(Indicate Citizenship of Parties in Item III) |

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF	PTF	DEF	
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability		PROPERTY RIGHTS	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander		<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability		<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine		<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 345 Marine Product Liability		LABOR	<input checked="" type="checkbox"/> 470 Racketeers Influenced and Corrupt Organizations
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle		<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability		<input type="checkbox"/> 720 Labor/Management Relations	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury		<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice		<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 891 Agricultural Acts
			<input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 893 Environmental Matters
				<input type="checkbox"/> 895 Freedom of Information Act
				<input type="checkbox"/> 896 Arbitration
				<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
				<input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	FEDERAL TAX SUITS	
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 530 General		
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 535 Death Penalty		
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	OTHER: <input type="checkbox"/> 540 Mandamus & Other	IMMIGRATION	
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 462 Naturalization Application	
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 465 Other Immigration Actions	
		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		

V. ORIGIN (Place an "X" in One Box Only)

- | | | | | | |
|--|--|--|---|--|---|
| <input type="checkbox"/> 1 Original Proceeding | <input checked="" type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | <input type="checkbox"/> 5 Transferred from Another District (specify) _____ | <input type="checkbox"/> 6 Multidistrict Litigation |
|--|--|--|---|--|---|

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. Section 1441**VI. CAUSE OF ACTION**Brief description of cause:
Plaintiff claims violations of the Fair Debt Collection Practices Act.**VII. REQUESTED IN COMPLAINT:** CHECK IF THIS IS A CLASS ACTION DEMAND \$ CHECK YES only if demanded in complaint:
UNDER RULE 23, F.R.Cv.P. JURY DEMAND: Yes No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

06/25/2014

SIGNATURE OF ATTORNEY OF RECORD

/s John J. O'Connor

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____

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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS1. Title of case (name of first party on each side only) Andrea Spence v. Cavalry Portfolio Services, LLC

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

- I. 410, 441, 470, 535, 830*, 891, 893, 895, R.23, REGARDLESS OF NATURE OF SUIT.
- II. 110, 130, 140, 160, 190, 196, 230, 240, 290, 320, 362, 370, 371, 380, 430, 440, 442, 443, 445, 446, 448, 710, 720, 740, 790, 820*, 840*, 850, 870, 871.
- III. 120, 150, 151, 152, 153, 195, 210, 220, 245, 310, 315, 330, 340, 345, 350, 355, 360, 365, 367, 368, 375, 385, 400, 422, 423, 450, 460, 462, 463, 465, 480, 490, 510, 530, 540, 550, 555, 625, 690, 751, 791, 861-865, 890, 896, 899, 950.

*Also complete AO 120 or AO 121. for patent, trademark or copyright cases.

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES NO

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES NO

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES NO

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES NO 7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).YES NO A. If yes, in which division do all of the non-governmental parties reside?Eastern Division Central Division Western Division

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division Central Division Western Division

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES NO

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME John J. O'Connor, Esquire, Peabody & Arnold LLPADDRESS 600 Atlantic Avenue, Boston, MA 02210-2261TELEPHONE NO. 617-951-2100